

REQUEST FOR PROPOSALS (RFP)

SEXUAL OFFENDER TREATMENT PROVIDER

SOLICITATION NUMBER: **DPSCS Q0008005B**

Department of Public Safety and Correctional Services
Division of Parole and Probation (DPP)



Department of Public Safety and Correctional Services
Office of the Secretary

Issue Date: **Wednesday, January 14, 2009**

NOTICE

Potential Offerors who have received this document from the Department of Public Safety and Correctional Services' web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

Minority Business Enterprises are encouraged to respond to this solicitation

STATE OF MARYLAND

NOTICE TO VENDORS/POTENTIAL OFFERORS

In order to help us improve the quality of State proposal solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your Proposal. If you have chosen not to respond to this RFP, please fax this completed form to: 410-339-4240 (Attention: BJ Said-Pompey)

Title: **SEXUAL OFFENDER TREATMENT PROVIDER**

Solicitation No.: DPSCS Q0008005B

1. If you have responded with a "No Proposal", please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the Contract is not something we normally provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc. (Please Explain in Remarks Section)
- ☐ The scope of work is beyond our current capacity.
- ☐ Doing business with Government is simply too complicated. (Please Explain in Remarks Section)
- ☐ We cannot be competitive. (Explain in Remarks Section)
- ☐ Time allotted for proposal is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are prohibitive.(Explain in Remarks Section)
- ☐ Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in Remarks Section)
- ☐ MBE requirements (Explain in REMARKS section.).
- ☐ Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory. (Explain in Remarks Section)
- ☐ Payment schedule too slow.
- ☐ Other: _____

2. If you have submitted a proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS: _____

Offeror's Name: _____ Date _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

**STATE OF MARYLAND
Department of Public Safety and Correctional Services**

Request for Proposals for Sexual Offender Treatment Provider

SOLICITATION NO. DPSCS Q0008005B

RFP Issue Date: **Wednesday, January 14, 2009**

RFP Issuing Office: **Department of Public Safety and Correctional Services
Division of Parole and Probation**

Procurement Officer: **BJ Said-Pompey
Director of Procurement Services
Office Phone: (410) 339-5013
Fax: (410) 339-4240
E-mail: bjsaid-pompey@dpscs.state.md.us**

Proposals are to be sent to: **Department of Public Safety & Correctional Services
300 East Joppa Road, Suite 1000
Towson, MD 21286
Attention: BJ Said-Pompey**

Pre-Proposal Conference: **Thursday, January 22, 2009 @ 10:00 AM (Local Time)
Department of Public Safety and Correctional Services
300 East Joppa Road, Conference Room, Suite 1000
Towson, MD 21286**

Proposal Due Date and Time: **Tuesday, February 17, 2009 @ 2:00 PM (Local Time)**

NOTICE

Potential Offerors who have received this document from the Department of Public Safety and Correctional Services' web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

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SECTION 1 - GENERAL INFORMATION

1.1 SUMMARY STATEMENT

The Department of Public Safety and Correctional Services (“DPSCS”), acting on behalf of the Division of Parole and Probation (“DPP”) is issuing this Request for Proposals (“RFP”) to select one or more individuals or agencies to provide specialized psychotherapeutic services to sexual offenders throughout the state of Maryland.

1.2 ABBREVIATIONS AND DEFINITIONS

For the purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- a. Agency - Division of Parole and Probation (“DPP”)
- b. COM/ET Team – Collaborative Offender Management/Enforced Treatment team
- c. COMAR - Code of Maryland Regulations. (Available on-line at <http://www.dsd.state.md.us/comar/>).
- d. Contract Manager- The state representative who monitors the daily activities of the contractor and provides guidance to the contractor. The Department’s Contract Manager is identified in section 1.3 of this RFP.
- e. DPP- Division of Parole and Probation
- f. DPSCS - Department of Public Safety and Correctional Services.
- g. Local Time - Time in the Eastern Time Zone as observed by the State of Maryland.
- h. Offeror- An entity that submits a proposal in response to this RFP.
- i. Procurement Officer- The State representative responsible for this RFP for the determination of contract scope issues, and the only State representative that can authorize changes to the contract. The Procurement Officer for this Request for Proposals is identified in section 1.4.
- j. RFP-This Request for Proposals for the Maryland Department of Public Safety and Correctional Services, Solicitation Number Q0008005B dated **Wednesday, January 14, 2009** including any amendments.

1.3 CONTRACT MANAGER

The individual responsible for day-to-day administration and management of the Contract issued pursuant to this RFP shall be the Contract Manager identified below:

Ernest Eley, Jr.
Deputy Director for Special Programs/Acting Deputy Director for Administrative Services
Maryland Div. of Parole and Probation
6776 Reisterstown Road, Suite 305
Baltimore, Md. 21215
410-585-3529
eeley@dpdscs.state.md.us

DPSCS may change the Contract Manager at any time by notice to the Contractor.

1.4 PROCUREMENT OFFICER

The sole point of contact in the State for purposes of this RFP, prior to the award of any contract, is the Procurement Officer at the address listed below:

BJ Said-Pompey
Department of Public Safety and Correctional Services
300 East Joppa Road, Suite 1000
Towson, MD 21286
Telephone #: 410-339-5015
Fax #: 410-339-4240
E-mail: bjsaid-pompey@dpscs.state.md.us

DPSCS may change the Procurement Officer at any time by notice to the Contractor.

1.5 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference (“Conference”) shall be held on **Thursday, January 22, 2009** beginning at 10:00 AM, Local time, at 300 E. Joppa Road, Suite 1000, Conference Room, Towson, MD 21286. Attendance at the Pre-Proposal Conference is not mandatory but all interested potential Offerors are encouraged to attend in order to improve their understanding of the requirements of the RFP, including those regarding the State's Minority Business Enterprise (“MBE”) goals.

The Conference will be transcribed. A copy of the transcript of the Pre-Proposal Conference will be made available to potential Offerors at a nominal charge directly from the transcription company. The identity of the company and details of how to obtain a transcript copy will be provided at the conference. In addition, as promptly as is feasible a summary of the Conference and all questions and answers known at that time will be distributed, free of charge, to all potential Offerors known to have received a copy of this RFP.

In order to assure adequate seating and other accommodations at the Conference, it is requested that by 4:00 PM on **Wednesday, January 21, 2009** each potential Offeror planning to attend return a Pre-Proposal Conference Response Form or call BJ Said-Pompey at 410-339-5013 with such notice. The Pre-Proposal Conference Response Form is included as Attachment F to this RFP. In addition, if there is need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least 5 days advance notice be provided. DPSCS shall make reasonable efforts to provide such special accommodation.

1.6 QUESTIONS

Written questions from potential Offerors shall be accepted by the Procurement Officer prior to the Conference. As reasonably possible and appropriate, such questions shall be answered at the Conference. Questions may be submitted by mail, facsimile, or preferably, by e-mail, to the Procurement Officer. Questions, both oral and written, shall also be accepted from potential Offeror attending the Conference. As reasonably possible and appropriate, these questions shall be answered at the Conference.

Questions shall also be accepted subsequent to the Conference. All post-Conference questions should be submitted in a timely manner to the Procurement Officer only. In case of questions not received in a timely

manner, the Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, shall be distributed to all potential Offerors who are known to have received a copy of the RFP.

A summary of all questions and answers will be posted on www.emarylandmarketplace.com and the Department's website (www.dpscs.state.md.us).

1.7 USE OF E-MARYLAND MARKETPLACE

"E-Maryland Marketplace" is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DPSCS web site (www.dpscs.state.md.us) and other means for transmitting the RFP and associated materials, the solicitation and minutes of the Pre-Proposal conference, Offeror questions and the Procurement Officer's responses, addenda and other solicitation related information will be provided via eMaryland Marketplace. In order to receive a contract award, a vendor must be registered on eMarylandMarketplace. Registration is free. Go here to register: <https://ebidmarketplace.com/>. Click on "Registration" to begin the process and follow the prompts.

1.8 PROPOSAL DUE DATE

An unbound original and five (5) bound copies of each proposal (technical and financial) shall be received by the Procurement Officer, at the address listed in Section 1.4, no later than **2:00 PM** (local time) on **Tuesday, February 17, 2008** in order to be considered. One electronic version on CD of the Technical Proposal (in MS WORD) must be enclosed with the original Technical Proposal. An electronic version on CD of the Financial Proposal in MS Word or Excel format must be enclosed with the original Financial Proposal. Potential Offerors must ensure that CDs are labeled with the date, RFP title, RFP number and potential Offeror's name, and are packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time shall not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt at the Procurement Officer's office. Except as provided in COMAR 21.05.02.10, proposals or unsolicited amendments to proposals arriving after the closing time and date shall not be considered. Proposals delivered by facsimile or email shall not be considered.

1.9 DURATION OF OFFERS

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.10 REVISIONS TO THE RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments shall be posted on the DPSCS website and eMarylandMarketPlace.com, and provided to all potential Offerors that were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Amendments made after the due date for proposals will be sent only to those Potential Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offeror's proposal in the Transmittal Letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the

manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

1.11 CANCELLATIONS; DISCUSSIONS

The State reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State of Maryland. The State also reserves the right, in its sole discretion, to award a contract based upon the written proposals received without prior discussions or negotiations.

1.12 INCURRED EXPENSES

The State shall not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, or in performing any other activities relative to this solicitation.

1.13 ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of how the Offeror proposes to meet the requirements of this RFP.

1.14 PROTESTS/DISPUTES

Any protest or dispute related, respectively, to this solicitation or the resulting contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies.)

1.15 MULTIPLE OR ALTERNATIVE PROPOSALS

Neither multiple nor alternate proposals will be accepted. Submitting proposals for more than one geographical region, including regions I, II, III, and IV, is not considered multiple proposals. See Section 2.1.2.

1.16 ACCESS TO PUBLIC RECORDS ACT NOTICE

An Offeror should identify those portions of the proposal it considers confidential, proprietary commercial information or trade secrets, and provide, upon request, justification why such materials, if requested, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Potential Offerors are advised that, upon request for information from a third party, the Procurement Officer will be required to make an independent determination whether the information may be disclosed (see COMAR 21.05.08.01).

1.17 OFFEROR'S RESPONSIBILITIES

The State shall enter into a contractual agreement only with the selected Offeror(s). The selected Offeror(s) shall be responsible for all services required by this RFP. Subcontractors, if any, must be identified and a complete description of their role relative to the proposal must be included in the proposal.

1.18 ORAL DISCUSSIONS

Offerors may be required to make oral presentations to State representatives. Significant representations made by an Offeror during the oral presentation must be reduced to writing. All written representations will become part of the Offeror's proposal and are binding if the contract is awarded. The procurement Officer will notify Offerors of the time and place of oral presentations.

1.19 MANDATORY CONTRACTUAL TERMS

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract (Attachment A). Any exceptions to this RFP or the Contract must be clearly identified in the Executive Summary of the Technical Proposal. A Proposal that takes exception to these terms may be rejected.

1.20 VERIFICATION OF REGISTRATION AND TAX PAYMENT

Before a corporation can do business in the State of Maryland it shall be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore Maryland 21201. It is strongly recommended that any Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for contract award.

1.21 BID/PROPOSAL AFFIDAVIT

A completed Bid/Proposal Affidavit must accompany all proposals submitted by an Offeror. A copy of this Affidavit is included as Attachment B of this RFP.

1.22 CONTRACT AFFIDAVIT

All Offerors are advised that if a contract is awarded as a result of this solicitation, the successful Offeror(s) shall be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit must be provided within 5 business days after notification of proposed contract award.

1.23 ARREARAGES

By submitting a response to this solicitation, an Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

1.24 PROCUREMENT METHOD

The contract(s) shall be awarded in accordance with the Competitive Sealed Proposal process under Code of Maryland Regulations (COMAR) 21.05.03.

1.25 TERM OF CONTRACT

The Contract(s) resulting from this RFP shall be for a two-year period beginning on or about **June 1, 2009** and ending **May 31, 2011**. The State, at its sole option, shall have the right to extend the contract(s) term for three (3) additional, successive one-year terms.

1.26 CONTRACT TYPE

Contract Type: Indefinite quantity contract under COMAR 21.06.03.06A.(2), with fixed unit prices under COMAR 21.06.03.06 A (2).

1.27 STATE ETHICS LAW

The State Ethics Law, State Government Article 15-508, applies to persons who are involved in the drafting of specifications who are prohibited from participating in the implementation of those specifications as either a prime or subcontractor.

1.28 ELECTRONIC FUNDS TRANSFER

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form is provided as **Attachment L** and can be downloaded at the following URL: http://compnet.comp.state.md.us/General_Accounting_Division/Static_Files/gadx-10.pdf

1.29 FALSE STATEMENTS

Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- (a) In connection with a procurement contract, a person may not willfully:
 - 1. Falsify, conceal, or suppress a material fact by any scheme or device;
 - 2. Make a false or fraudulent statement or representation of a material fact; or
 - 3. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- (c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five years.

1.30 HIRING AGREEMENT

By submitting a proposal in response to this solicitation, the Offeror agrees to execute and comply with the enclosed Maryland Department of Human Resources (DHR) Hiring Agreement (Attachment G). The Hiring

Agreement is to be executed by the Offeror and delivered to the Procurement Officer within ten days following notification that the Offeror is being recommended for contract award. The Hiring Agreement will become effective concurrently with the award of the contract.

The Hiring Agreement provides that the contractor and DHR will work cooperatively to promote hiring by the contractor of qualified entry-level Maryland Temporary Cash Assistance customers to fill entry level job openings resulting from this procurement, in accordance with §13-224, State Finance and Procurement Article.

1.31 MINORITY BUSINESS ENTERPRISES (MBE)

A minority business enterprise subcontractor participation goal of 10% has been established for this solicitation. The contractor shall structure its awards of subcontractors under the contract in a good faith effort to achieve the goals in such subcontract awards by businesses certified by the State of Maryland as minority owned and controlled. MBE requirements are specified in Attachment D of this RFP.

A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, P. O. Box 8755, B.W.I. Airport, Maryland 21240-0755. The phone number is 410-865-1269.

The directory is also available at <http://www.mdot.state.md.us>. Select the MBE Program label at the left side of the web site, half way down. The most current and up-to-date information on MBEs is available via this web site.

1.32 LIVING WAGE REQUIREMENTS

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Attachment H entitled Living Wage Requirements for Service Contracts). If the Offeror fails to submit and complete the Affidavit of Agreement, the State may determine an Offeror to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$11.72 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$8.81 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation will be deemed to be a Tier 1 contract or a Tier 2 contract depending on the location(s) from which the contractor provides 50% or more of the services. If the contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the contract will be a Tier 1 contract. If the contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the contract will be a Tier 2 contract. If the contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. The Offeror must identify in their proposal the location(s) from which services will be provided.

The Maryland Department of Labor, Licensing, and Regulation is responsible for establishing the wage rates and ensuring compliance with the laws. General information on the Living Wage Law is available on the DLLR website: <http://www.dllr.state.md.us/> Richard Avallone, program manager of the Employment Standards Unit, may be reached at (410) 767-2358 or ravallone@dllr.state.md.us. Questions regarding the application of the Living Wage Law relating to a particular procurement should be directed to the procurement officer named in the solicitation. General procurement questions may be directed to the Board of Public Works at (410) 260-7335 (local) or toll-free number (877) 591-7320.

1.33 PROMPT PAYMENT TO SUBCONTRACTORS

This procurement and the contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs and dated August 1, 2008. Promulgated pursuant to Sections 11-201, 13-205(a), and Title 14, Subtitle 3 of the State Finance and Procurement Article (SFP), and Code of Maryland Regulations (COMAR) 21.01.01.03 and 21.11.03.01 et seq., the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Offeror who is awarded a contract must comply with the prompt payment requirements outlined in the Contract, §28 (see Attachment A). Additional information is available on the GOMA website at http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf.

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SECTION 2 - SCOPE OF WORK

2.1 BACKGROUND AND PURPOSE

- 2.1.1 The Maryland Division of Parole and Probation is issuing this Request for Proposals to seek one or more Contractor(s) to provide specialized psychotherapeutic services to sexual offenders.
- 2.1.2 There are four regions to be serviced under this contract; the sites are listed in the following chart. An Offeror may submit a proposal for one, two, three, or all four of the regions.

<u>REGION I</u> COUNTIES	<u>REGION II</u> CITY AND COUNTY	<u>REGION III</u> COUNTIES	<u>REGION IV</u> COUNTIES
Caroline	Baltimore City	Anne Arundel	Allegany
Cecil	Baltimore County	Calvert	Carroll
Dorchester		Charles	Frederick
Harford		Montgomery	Garrett
Kent		Prince George's	Howard
Queen Anne's		St. Mary's	Washington
Somerset			
Talbot			
Wicomico			
Worcester			

- 2.1.3 Specialized sexual offender treatment will be implemented in response to 2006 legislation mandating the use of collaborative containment teams for the supervision of sexual offenders and authorizing the imposition of participation in specialized sexual offender treatment as a special condition of supervision in appropriate cases. Specialized sexual offender assessment and treatment are essential elements of the containment approach to sexual offender management, and the Contractor(s) will, through his/her active involvement with Collaborative Offender Management / Enforced Treatment (COM/ET) teams throughout the state, enable parole and probation agents to develop more appropriate supervision plans and implement more effective supervision strategies.
- 2.1.4 The goals of specialized psychotherapeutic treatment for sexual offenders include: (1) addressing and redirecting deviant sexual interests, arousals, and preferences; (2) addressing and correcting distorted attitudes, and increasing the accountability of sexual offenders for past abusive behaviors and lapse behaviors that may occur while under supervision; (3) addressing issues related to interpersonal functioning; (4) assisting in the development of behavior management skills; (5) addressing interrelated issues of denial, deceit, and victim empathy; (6) assisting offenders to adopt a non-exploitive, responsible lifestyle; and (7) assisting specialized agents in the development of information relative to the type and severity of sexually abusive behavior patterns, and in the implementation of appropriate supervision levels, interventions, conditions, and networks.

2.2 GENERAL REQUIREMENTS

- 2.2.1 Contractor(s) shall adhere to the established ethics, standards, and practices of the appropriate professional regulatory board, shall demonstrate competency according to professional standards, and shall provide all assessment and treatment services in a manner that is consistent with the reasonably accepted standard of practice in the psychotherapeutic community. Contractor shall, prior to the execution of a contract with the Department (the “Contract”), possess all licenses and certifications required under State and federal laws and regulations for the performance of services it is to provide under the Contract. Contractor shall maintain such licenses and certifications, without lapse, during the full term of the Contract. The Contractor shall adhere to all laws, regulations, and accepted standards and practices governing its delivery of services under the Contract. The sources of laws and regulations governing the licensing, certification and performance of the Contractor under this Contract include, but are not limited to: the United States Code; the Code of Federal Regulations (CFR), the Annotated Code of Maryland and the Code of Maryland Regulations (COMAR).
- 2.2.2 For offenders who are not fluent in English, an interpreter must be used who is fluent in speaking and writing both English and the language used during treatment sessions. If the offender is hearing-impaired, an interpreter should be used who is fluent in American Sign Language (ASL). The interpreter should serve only to interpret the communication between the subject and the Polygraph Examiner. DPP will be responsible for providing the interpreters when necessary.
- 2.2.3 Within the budgetary limitations established under the final contract, the Contractor(s) must provide assessment and treatment services within the specified time frames for all referred individuals under the supervision of the Division of Parole and Probation throughout the state of Maryland who meet the established criteria for participation in the program. These services will include assessing the level of risk and suitability for treatment of sexual offenders referred for screening, providing appropriate treatment for sexual offenders, and providing timely reports on the participation and progress of sexual offenders in treatment. In addition, the Contractor(s) must provide expert consultation on all issues related to sexual offender psychotherapy, as needed or required by the Division of Parole and Probation. The Contractor(s) must also be competent to attest to his/her methodology and performance in any legal proceedings if necessary, and shall provide affidavit and/or expert witness testimony for prosecution of violations in court proceedings and/or parole revocation hearings, as needed, at no additional cost.
- 2.2.4 The Division of Parole and Probation will not guarantee a minimum number of assessment and/or treatment referrals per year. The selected Contractor(s) may or may not be the sole private entity providing assessments and treatment for a particular geographic region. Governmental entities, such as the University of Maryland, may also provide such assessments and treatment services in lieu of the contractor(s).
- 2.2.5 DPSCS will utilize the Correctional Program Checklist (see Attachment K), an evidence-based quality control review process, which will document and maintain the validity and reliability of the treatment provider program. The Contractor(s) must cooperate with this process, which will include a peer review procedure.
- 2.2.6 In addition to providing treatment, the Contractor(s) must also be willing to work closely with a COM/ET team, a multi-disciplinary team that works to incorporate the principles of a collaborative containment approach into the assessment, treatment, and management of sexual offenders. The team will include a specialized parole and probation agent and a polygraph examiner, and may include other participants. The Contractor(s) must coordinate with the parole and probation agent on all referrals for assessment to ensure that: (1) proper and thorough information is provided for each assessment; and (2)

a collaborative approach is maintained with the State personnel and others involved in the management of the offenders in treatment. Contractor(s) must be prepared to attend monthly COM/ET team meetings.

Contractor shall, prior to the execution of a contract with the Department (the “Contract”), possess all licenses and certifications required under State and federal laws and regulations for the performance of services it is to provide under the Contract. Contractor shall maintain such licenses and certifications, without lapse, during the full term of the Contract. The Contractor shall adhere to all laws, regulations, and accepted standards and practices governing its delivery of services under the Contract. The sources of laws and regulations governing the licensing, certification and performance of the Contractor under this Contract include, but are not limited to: the United States Code; the Code of Federal Regulations (CFR), the Annotated Code of Maryland and the Code of Maryland Regulations (COMAR)

- 2.2.7 Sexual offender assessments shall be conducted only by assessors with the same professional qualifications, skills, experience, and training as those providing treatment services. In addition, assessors shall adhere to the established ethical standards, practices and guidelines of their respective professions with regard to the administration of psychological tests, including sexual offender specific instruments.
- 2.2.8 In conducting sexual offender specific assessments, the assessor will use instruments that have specific relevance to evaluating sexual offenders and that have demonstrated reliability and validity; use multiple assessment instruments and techniques when appropriate; use structured interview techniques to collect data in a non-pejorative manner and with sensitivity to any cultural, ethnic, developmental, sexual orientation, gender, medical and/or educational issues that may arise during the evaluation; integrate collateral information.
- 2.2.9 The Contractor(s) must be willing to work collaboratively with the parole and probation agent and other members of the COM/ET team. Contractor(s) must share the philosophy that many sexual offenders can benefit from treatment, and that the primary goal of treatment is to enhance public safety by preventing future sexual victimization.
- 2.2.10 The Contractor(s) must be willing to use limited confidentiality agreements to enable the exchange of information with the COM/ET team, and must emphasize to the offender at the commencement of treatment that (1) there is no restriction on information that can be shared, and (2) that such information, when warranted, may be used in the filing of criminal and/or violation charges. In addition, the Contractor(s) must be willing to notify the agent anytime there is cause for concern in regard to an offender in treatment, and to consult immediately with the agent when there are emergency situations.
- 2.2.11 The Contractor(s) must be willing to have his/her work monitored and evaluated, and to make an evaluation of program delivery component a part of his/her practice. Elements to be monitored include, but are not limited to, adherence to operational procedures, policies concerning client admission and completion, and discharge criteria; client characteristics; dropout, termination, and completion rates; and recidivism.

2.3 FACILITY REQUIREMENTS

- 2.3.1 The Contractor(s) must have a location (s) (not a law enforcement facility) and schedule assessments and services as required in 2.5.3 for the provision of specialized sexual offender treatment services,. Treatment facilities must be located in areas accessible by public transportation. The location may be the Contractor’s main office or offices, or one or more satellite sites and must be within 20 miles of the office to which the offender is assigned to report. Facility costs should be included in the Offerer’s proposed pricing.

- 2.3.2 The building and room where assessment interviews and treatment sessions will be conducted must meet all applicable federal, state, and local laws, codes, regulations, and requirements, including accessibility to individuals with disabilities. Treatment must be provided in a setting that meets accepted professional standards established by the Association for the Treatment of Sexual Abusers (ATSA). The proposal must include a description and photographs of the exterior and interior of the building and room where assessment interviews and treatment sessions will be conducted.
- 2.3.3 Treatment facilities should not be in close proximity to schools, day-care facilities, or primarily residential neighborhoods.

2.4 SPECIALIZED SEXUAL OFFENDER TREATMENT PROVIDER

2.4.1 Qualifications and Experience

- 2.4.1.1 The Contractor(s) must be willing and able to work with sexual offenders with a variety of negative traits and behaviors including, but not limited to: manipulative behavior, denial and minimization, anger and aggressive outbursts, dominating behavior, depression, repeated self-defeating behaviors, and a variety of skill deficits.
- 2.4.1.2 The Contractor(s) shall have attained the underlying credential of licensure or certification, and be in good standing as a physician, psychologist, clinical social worker, professional counselor, marriage and family therapist, or clinical psychiatric nurse specialist. Contractor shall, prior to the execution of a contract with the Department (the "Contract"), possess all licenses and certifications required under State and federal laws and regulations for the performance of services it is to provide under the Contract. Contractor shall maintain such licenses and certifications, without lapse, during the full term of the Contract. The Contractor shall adhere to all laws, regulations, and accepted standards and practices governing its delivery of services under the Contract. The sources of laws and regulations governing the licensing, certification and performance of the Contractor under this Contract include, but are not limited to: the United States Code; the Code of Federal Regulations (CFR), the Annotated Code of Maryland and the Code of Maryland Regulations (COMAR).
- 2.4.1.3 The Contractor(s) shall have completed within the past five years a minimum of one thousand hours of clinical experience specifically in the areas of evaluation and treatment of sexual offenders, five hundred hours of which shall have been face-to-face therapy with adult convicted sexual offenders.
- 2.4.1.4 The Contractor(s) shall have completed within the past five years a minimum of thirty mental health sexual offense specific evaluations.
- 2.4.1.5 The Contractor(s) shall have received or provided, within the last five years, at least sixty hours of documented training specifically related to sexual offender evaluation and treatment methods. The Contractor(s) must demonstrate a balanced training history, covering a wide or varied range of training topics. This training must directly relate to sexual offender assessment, treatment, and management and may include, but is not limited to: (1) typologies; (2) sexual offender assessment and evaluation; (3) sexual offender treatment techniques (including evaluating and reducing denial, behavioral treatment techniques, cognitive behavioral techniques, relapse prevention, and empathy training); (4) offender and offense characteristics; (5) sexual offender risk; (6) physiological techniques (including polygraph, plethysmograph, and Abel screen); (7) victim issues; (8) family reunification and visitation; (9) legal issues regarding sexual offenders; (10) special sexual offender populations (including sadistic, developmentally disabled, compulsive, juvenile, and female offenders); (11) pharmacotherapy with sexual offenders; (12) impact of sexual offenses; (13) assessing treatment progress; (14) secondary and

vicarious trauma; (15) anger management; (16) sexual education; (17) supervision techniques with sexual offenders; (18) philosophy and principles of the Sexual Offender Advisory Board; (19) and group therapy dynamics. To receive credit for training not identified above, the Contractor(s) must demonstrate the relevance of that training to the assessment, treatment, and/or management of sexual offenders.

- 2.4.1.6 The Contractor(s) shall submit to a criminal background investigation. Any person who has been convicted of any felony or of any category of sexual offense (as defined in the Division of Parole and Probation Operations Manual, Section 09.01, Subsection B) shall be ineligible to provide services under this contract. In addition, any person who is currently under the supervision of any federal, state, or local law enforcement or correctional facility shall be ineligible to provide services under this contract.
- 2.4.1.7 The Contractor(s) shall demonstrate competency according to his/her respective professional standards and conduct all assessments and treatment in a manner that is consistent with the reasonably accepted standard of practice in the sexual offender treatment community. Contractor shall, prior to the execution of a contract with the Department (the "Contract"), possess all licenses and certifications required under State and federal laws and regulations for the performance of services it is to provide under the Contract. Contractor shall maintain such licenses and certifications, without lapse, during the full term of the Contract. The Contractor shall adhere to all laws, regulations, and accepted standards and practices governing its delivery of services under the Contract. The sources of laws and regulations governing the licensing, certification and performance of the Contractor under this Contract include, but are not limited to: the United States Code; the Code of Federal Regulations (CFR), the Annotated Code of Maryland and the Code of Maryland Regulations (COMAR).
- 2.4.1.8 In concert with the generally accepted standards of the Contractor mental health profession, the Contractor(s) shall adhere to the code of ethics published by the Association for the Treatment of Sexual Abusers (ATSA).
- 2.4.1.9 The Contractor(s) must comply with all the State requirements and DPSCS administrative practices, and with the policies of the Sexual Offender Advisory Board; and he/she shall report any practice which is in significant conflict with the standards of practice.
- 2.4.1.10 The Contractor(s) must provide documentation that all other therapists within his/her agency who will be providing assessment and/or treatment services under the contract meet all qualification, training, and experience requirements detailed herein.
- 2.4.1.11 The Contractor(s) must provide documentation – at least fourteen days prior to a new staff member (one hired during the contract period) providing services to the State under the contract – that the new staff member meets the qualification, training, and experience requirements detailed herein.

2.4.2 Continuing Certification

- 2.4.2.1 The Contractor(s) must demonstrate continued compliance with all applicable standards and guidelines.
- 2.4.2.2 The Contractor(s) shall have completed within the three years prior to contract award, a minimum of three hundred hours of face-to-face therapy with convicted sexual offenders, and a minimum of twenty-five mental health sexual offense specific evaluations.
- 2.4.2.3 Contractor(s) must complete a minimum of thirty hours of relevant continuing education every three years in order to maintain proficiency in the field of sexual offender assessment and treatment, and to remain current on any developments in the assessment, treatment, and monitoring of sexual offenders.

Up to ten hours of this training may be indirectly related to sexual offender assessment, treatment, and/or management. It is incumbent on the trainee to demonstrate the relevance to sexual offender issues of training only indirectly related to sexual offender assessment, treatment, and/or management. The remaining twenty hours must be directly related to sexual offender assessment, treatment, and/or management. The cost of all training is the responsibility of the Contractor(s).

- 2.4.2.4 The Contractor(s) must also participate in training at the direction of the State, which may require Contractor(s) to attend the State/DPSCS departmental orientation of up to eight hours at the Contractor(s) expense. Other training may also be required. Any training which relates primarily to maintaining professional certification and/or advancement will be at the expense of the Contractor(s).

2.5 ASSESSMENT

- 2.5.1 The mental health sexual offense specific evaluation has the following purposes: (1) to identify and document the treatment needs of the sexually abusive offender – even if resources are not currently available to adequately address those needs; (2) to provide the most accurate assessment possible of the sexual offender’s risk to reoffend; (3) to provide specific recommendations relative to the supervision and treatment of the sexual offender; (4) to provide information that will help the State identify optimal supervision strategies and the appropriate setting and intensity of treatment; (5) to provide information relative to the need to refer sexual offenders for additional or alternative forms of treatment.
- 2.5.2 The State will designate a form and means of transmission (See attachment J as an example) for referring sexual offenders for assessment and treatment. When referring an offender for a mental health sexual offense specific evaluation, the State will submit to the Contractor(s) the following materials (if available): a probation, parole, or mandatory release order, a description of the instant offense, risk assessment material, available information relative to prior evaluations and treatment, and information relative to prior supervision periods.
- 2.5.3 The Contractor(s) will schedule the first appointment with the offender within two weeks of the referral and will provide notice of this appointment to the referring agent. The Contractor(s) shall notify the referring agent and the COM/ET team, no later than the next business day, of any offender who fails to keep or arrives late for a scheduled appointment (regardless of whether the offender contacts the Contractor(s) to reschedule or cancel the appointment). If a scheduled initial appointment must be rescheduled based upon unforeseen circumstances, the Contractor(s) will reschedule the appointment within one week of the originally scheduled appointment. If an offender discloses information relative to a new offense, or a prior unreported or undisclosed offense; or the Contractor(s) believes that the potential for re-offense has increased, the Contractor(s) shall immediately report these matters to the supervising agent. If the assessment indicates that treatment is appropriate, then arrangements must be made to commence treatment within 30 days of the date of the assessment report.
- 2.5.4 The assessor shall obtain, in writing, the informed consent of the offender for the evaluation or, in the event the offender refuses to consent to the evaluation, shall notify the COM/ET team of the refusal within forty-eight hours of the scheduled assessment. The assessor shall inform the offender of the applicable assessment procedures, and he/she shall indicate to the offender to whom the information obtained will be given and how it will be used. The assessor shall also explain to the offender the nature of the assessor's relationship with the Division of Parole and Probation, the Maryland Parole Commission, and/or the court. The assessor shall respect the offender's right to be fully informed regarding evaluation procedures.
- 2.5.5 A mental health sexual offender specific assessment shall, to the extent possible, address any of the following general mental health issues determined to be applicable to the offender: the existence of

mental and/or organic disorders (developmental disorders, organic brain syndrome, mental illness); character pathology and the degree of impairment; the extent of drug/alcohol use (degree of use/abuse, history of relapses, degree of impairment); stability of functioning (marital and family stability, employment and education status, social skills); developmental history (parental relationship disruptions, disordered attachments, behavioral problems, learning disabilities, self-image, ego-strength); and medical issues (pharmacological needs, history of medication use/abuse, medical or neurological condition impacting offending behavior). If the assessment indicates the existence of mental health and/or substance abuse issues beyond the sexual offense behavioral disorder, the assessor will recommend that the offender be additionally referred to a treatment provider qualified to address those issues.

- 2.5.6 A mental health sexual offender specific assessment must address the following issues: the offender's sexual development history (onset, intensity, and duration of sexual arousal, interest, and preference patterns, deviant behaviors, and/or paraphilias; reinforcement structure for deviant behavior; dysfunction; offender's perception of functioning); specifics of sexually abusive behavior (specific behaviors, thoughts, fantasies; progression of offenses); the offender's attitudes and cognitive distortions relative to sexually abusive behavior (attitudes relative to women, children, sexuality, seriousness of offense behavior, harm to victim; victim empathy; motivation to change); the offender's level of deception or denial (presence and degree of minimization, ego-syntonic or ego-dystonic sense of deviant behavior); level of violence and coercion (overall pattern of assaultiveness, pattern of escalation of violence, victim selection); and risk of re-offense.
- 2.5.7 In making a determination relative to (1) a sexual offender's risk to reoffend and (2) a sexual offender's amenability to treatment, the assessor must consider, to the extent possible, the offender's: sexual deviancy, arousal patterns, and sexual interests and preferences; psychopathology (which may be determined by specific assessment); access to potential victim pool and victim impact; acknowledgment of his/her offending behavior; deceptive, denying, disowning behaviors; accountability for offending behavior; degree of cooperation; offense history and victim choice, escalating pattern of offenses, violence, and dangerous behaviors; criminal history; history of childhood or adolescent delinquency; developmental markers; social interest and lifestyle characteristics; social support systems; self-structure; substance abuse; motivation for treatment and recovery; prior treatment outcomes; overall control and intervention needs; and availability of required treatment and supervision resources.

2.6 DOMAINS OF TREATMENT

- 2.6.1 The Contractor(s) must use an effective treatment modality which, in the case of most sexual offenders, is group therapy. Group therapy must provide sexual offenders with the opportunity to admit and discuss their offenses, and to challenge and confront one another about examples of inappropriate and distorted thinking associated with abuse. Group therapy must also provide an arena for the practice of social skills. The group process must be effective: every member must be required to participate and group members must be confronted, when appropriate, with respect. Content, too, must remain effective: there should be an agenda for the group, the group should be encouraged to remain on task, and offenders must not be allowed to spend too much time on non-offense-related issues. The Contractor(s) must be able to provide individual treatment in those situations where such treatment is appropriate (i.e., for offenders with low cognitive functioning, for offenders with a major mental illness, for offenders with significant behavioral disorders, and to augment group treatment, when appropriate), but the use of individual therapy – for a set number of sessions – must be pre-approved by the Division of Parole and Probation. Treatment groups should meet once weekly for a minimum of one hour. A treatment group shall not contain more than twelve offenders.

- 2.6.2 The Contractor(s) must be able to establish a positive therapeutic relationship with sexual offenders, and must use an evidence-based model of sexual offender change. The Contractor(s) must provide a written program model detailing his/her theoretical orientation, admission criteria, objectives, assessment methods, treatment targets and methods, monitoring plan, and support for program effectiveness. As it has the strongest support in current research, the Contractor(s) must use a cognitive-behavioral model for the treatment of sexual offenders. A relapse prevention model should also be incorporated, as should an emphasis on skill development.
- 2.6.3 The Contractor(s) must address cognitive distortions and dysfunctional thinking – including denial, minimization, rationalization, and excuses – in the sexual offender, through techniques which challenge such distortions, emphasize their relationship to offending behavior, model accountability, and require an acceptance of responsibility.
- 2.6.4 The Contractor(s) must address issues related to the sexual offender’s interpersonal functioning by using a group setting to model, practice, and rehearse appropriate and effective social interactions. Issues to be addressed include, but are not limited to: anger management, assertiveness, conflict resolution, leisure time skills, problem solving, stress management, conversational skills, and substance abuse.
- 2.6.5 The Contractor(s) must match treatment intensity to offender risk level in view of research that suggests that some low-risk and very high-risk sexual offenders are not only unlikely to benefit from extensive treatment, but that such treatment may actually increase their risk to re-offend. (see *Supervision of the Sex Offender: Community Management, Risk Assessment and Treatment*; Georgia Cumming and Robert McGrath; 2005, Safer Society Press.) The Contractor(s) must also match treatment services to offender responsivity issues, particularly in regard to offenders in denial, offenders involved in statutory rape offenses, and psychopathic offenders.
- 2.6.6 The Contractor(s) must address behavior management issues in providing treatment services to the sexual offender. Methods may include, but are not limited to, covert sensitization, the use of the relapse prevention model, teaching strategies such as stimulus control, avoidance strategies, programmed coping responses, escape strategies, and cognitive restructuring.
- 2.6.7 The Contractor(s) must additionally be prepared to address issues in sexual offenders related to victim empathy, the establishment of appropriate supervision conditions and networks to assist in managing risk, the preparation of a complete and accurate sexual assault history, as well as aiding the offender in learning to separate anger and power from sexual behavior, and to adopt a non-exploitive, responsible lifestyle.

2.7 THE TREATMENT PROCESS

- 2.7.1 The Contractor(s) must promptly report all crimes and rule violations committed during the supervision/treatment period to the appropriate officials. Offenders should be informed in writing before commencing treatment that such reports will be made.
- 2.7.2 In either treatment modality, treatment must not end precipitously, but should instead be gradually reduced in intensity. There must be clearly presented graduation or completion criteria, rather than a fixed timeframe for treatment duration. However, pre-approval must be obtained through a consultation with the COM/ET team for treatment programming which will exceed eighteen months in duration, or for any other adjustments to the established treatment schedule. Within the budgetary limitations established under the final contract, the Contractor(s) should be willing to provide continuity of care, to see sexual offenders subsequent to their discharge from treatment in order to periodically reinforce and strengthen the progress made in treatment.

- 2.7.3 The State reserves the right to review any material that will be distributed to offenders and to disapprove that material if it believes it to be inflammatory, contrary to the philosophy and mission of the Division of Parole and Probation, or in any manner does not promote successful reintegration.

2.8 REPORTS

- 2.8.1 The assessor/Contractor(s) shall issue a written assessment report, using a format agreed upon by the State and the Contractor(s), within ten work days of the interview of the sexual offender. The report shall include factual, impartial, and objective accounts of the pertinent psychosocial information obtained during the assessment, and shall summarize the general and sexual offender specific mental health issues outlined in Section 2.5 (Assessment) of this document.
- 2.8.2 A mental health sexual offender specific assessment shall additionally provide recommendations relative to: the level and intensity of offense-specific treatment needed, the level and intensity of behavioral monitoring needed, the types of external controls which should be considered for the specific offender (controls of the work environment, leisure time, or transportation; means of addressing life stresses or other issues that might increase risk and require increased agent intervention); the treatment of co-existing conditions; referral for medical and/or pharmacological treatment if indicated.
- 2.8.3 The Contractor(s) must provide, by the tenth of each month for the preceding month, monthly treatment attendance, and progress reports, using a form agreed upon by the State and the Contractor(s). The report must include a summary of the offender's attendance at treatment sessions, his/her presentation and level of participation; areas of discussion (e.g., family and personal history, current relationships and life situation, index offense, history of prior offenses, victim impact, sexual fantasies, relapse prevention plan); milestones (e.g., reduction in denial; acknowledgment of offending behavior and potential risk of relapse; identification of cognitive distortions and demonstration of ability to correct; involvement in relationships supportive of supervision and treatment goals; demonstration of ability to avoid high-risk environments and situations; development of pro-social skills to address problems with stress and anger management; decrease in deviant sexual urges, arousal, and fantasies; ongoing compliance with prescribed psychiatric medications used to reduce arousal or manage behaviors related to risk). The report must also include a recommendation relative to continuation of treatment and details regarding any critical concerns.
- 2.8.4 The Contractor(s) must inform the supervising agent, no later than the next business day, of a decision to unsatisfactorily terminate an offender from treatment. Regardless of the type of discharge, the Contractor(s) must notify the supervising agent of any plan to release an offender from treatment prior to notifying the offender. The Contractor(s) shall submit a written termination report to the COM/ET team on each supervisee discharged from treatment, within ten work days of the date of termination. This report shall indicate the type of discharge (satisfactory, unsatisfactory, or other), and shall further note whether the supervisee did or did not respond to treatment.

2.9 RECORDS

- 2.9.1 The Contractor(s) must maintain a file on each offender referred for assessment and/or treatment. All treatment data must be appropriately recorded for diagnostic and documentation purposes. Files must be locked and kept in a secure area, and may not be copied or redistributed without the written consent of the State. The Contractor(s) must provide a detailed description of security procedures used to safeguard the confidentiality of treatment records. Information contained in files may not be shown to offenders.

- 2.9.2 Treatment files shall be maintained for a minimum of five years from termination of treatment, or until the offender is discharged from the custody and control of the Division of Parole and Probation, or for a period consistent with the ethical standards of the applicable professional regulatory board, whichever is later. Upon expiration of the contract, all data and materials related to services provided under this contract will be turned over to the State.
- 2.9.3 Contractors must fully participate in all aspects of the State's data collection process, reporting system, and evaluation program, including but not limited to the Correctional Program Checklist.

2.10 COM/ET TEAM STAFFING

- 2.10.1 Contractors will consult on an ongoing basis with the offender's COM/ET team. The Contractor(s) will be required to participate in periodic case management planning meetings as determined by the State and shall use a protocol established by the State for communication with the COM/ET team members – including polygraph examiners, where applicable – at other times. Contractors must be prepared to answer any questions about treatment issues from other team members
- 2.10.2 Contractors must immediately communicate to the parole and probation agent any critical concerns or serious issues which may relate to an increase in the sexual offenders potential to re-offend. The Contractor(s) shall establish a system (telephone, voice mail, paging, e-mail) to enable the supervising agent to contact the Contractor(s) directly, to which the Contractor(s) will respond no later than the next business day.

2.11 CONTRACTOR'S PERSONNEL

- 2.11.1 The Contractor(s) must provide DPSCS with the full name, including any previous name and date of birth for each employee who will have any direct contract with a participant.
- 2.11.2 DPSCS has the right to require that the Contractor(s) remove from direct contact with participants any of the Contractor's employees or any employee of a subcontractor.
- 2.11.3 The Contractor(s) must inform DPSCS immediately if the Contractor(s) knows that one of its employees or an employee of a subcontractor has been arrested.
- 2.11.4 The Contractor(s) must inform DPSCS immediately if the Contractor knows that one of its employees or an employee of a subcontractor who has not yet been arrested but has participated in or committed an unlawful activity that will have a negative impact on the employee's ability to perform duties under the contract.

2.12 CONTRACTOR AND DEPARTMENT MUTUAL RESPONSIBILITIES

- 2.12.1 Share information and communicate regularly to facilitate offender success.
- 2.12.2 Collaborate in the collection and reporting of data to be used in evaluating the effectiveness of the project.

2.13 INITIAL CONTRACT KICK-OFF MEETING

DPSCS representatives shall meet with representatives of the Contractor within ten (10) days of the Contractor's notification of contract award. The date and time of the initial contract meeting will be scheduled by the State's Contract Manager. At the meeting the parties' representatives shall discuss the Contractor's timely and faithful performance of its obligations under the Contract and the orderly transition of services from the incumbent Contractor(s).

2.14 END OF CONTRACT TRANSITION

At least 90 days prior to the end of the contract, at a time requested by the State, the Contractor(s) shall support end-of-contract transition efforts by preparing a report of any outstanding deliverables or tasks with appropriate status information. All costs associated with end-of-contract transition efforts should be included as part of the Contractor's overhead.

2.15 SECURITY REQUIREMENTS

The Contractor(s) shall obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check, including fingerprinting, for each individual performing service under the Contract. This check may be performed by a public or private entity. A successful CJIS State criminal background check shall be completed prior to any Contractor(s) employee providing services on-site at any location covered by this Contract.

The Contractor(s) shall provide certification to the Department that the Contractor(s) has completed the required CJIS criminal employee background checks and that the Contractor's employees assigned to this Contract have successfully passed this background check. The Department reserves the right to refuse to allow any individual employee to work on State premises, based upon certain specified criminal convictions.

The CJIS criminal record check of each employee who will work on State premises shall be reviewed by the Contractor(s) for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:

- (a) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
 - (b) any crime within Title 7, Subtitle 1 (various crimes involving theft);
 - (c) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
 - (d) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
 - (e) §§ 9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
 - (f) a crime of violence as defined in CL § 14-101(a).
- A. An employee of the Contractor(s) who has been convicted of a felony or of a crime from the above list of crimes shall not be permitted to work on State premises pursuant to this Contract; an employee of the Contractor(s) who has been convicted with the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.

- B. Each Agency within the Department may impose more restrictive conditions regarding the nature of prior criminal convictions that would result in an employee of the Contractor(s) to not be permitted to work on that Agency's premises. Upon receipt of an Agency's more restrictive conditions regarding criminal convictions, the Contractor(s) shall provide an updated certification to that Agency regarding the personnel working at or assigned to that Agency's premises.

On-site Security requirement(s): For all conditions noted below, the Contractor's personnel may be barred from entrance or leaving any site until such time that the State conditions and queries are satisfied.

- A. Any person who is an employee or agent of the Contractor(s) or subcontractor and who enters the premises of a facility under the jurisdiction of the State may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the State.
- B. Further, the Contractor(s), its employees and agents and Subcontractor employees and agents shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the State that controls the facility to which access by the Contractor(s) will be necessary. The failure of any of the Contractor's or Subcontractors employees or agents to comply with any provision of the Contract that results from award of this solicitation is sufficient grounds for the State to immediately terminate that Contract for default.
- C. Any person who is an employee or agent of the Contractor(s) or subcontractor entering the Department's premises shall be required to document an inventory of tools, equipment, etc. being brought onto the site, and to submit to a physical search of his or her person. Therefore, the Contractor's personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the Contractor's personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search Contractor(s) personnel.
- D. At all times at any facility, the Contractor's personnel shall ensure cooperation with State site requirements which include: 1) being prepared to be escorted at all times, and 2) providing information for ID badge purposes and wearing the ID badge on their person in a visual location at all times.

2.16 COMPENSATION - INVOICES

The Contractor(s) shall be paid after submitting a correct invoice containing:

1. The Contractor's Taxpayer Identification Number, which is _____; for individuals and sole proprietors, this number is to be the contractor's Social Security Number and for all other types of organizations, this number is to be the Federal Employer Identification Number.
2. Each invoice must contain the following information and be submitted on Attachment I :
 1. Contract Number, DPSCS Q0008005B
 2. Provider Name
 3. Provider Address
 4. Provider Tax ID #

5. Date (s) when the offender was seen
6. Case name of the offender
7. DPP case number
8. Name of the referring Agent
9. Office Code of the referring Agent
10. Service Code (E – Evaluation; GT – Group Therapy; IT – Individual Therapy; CM – COM/ET Meeting)
11. Hours of Service
12. Fee rate for the assessment, treatment or COM/ET Team Meeting(specify)
13. Charge for services
14. Insurance payments received
15. Amount to be paid by DPP

2.17 INSURANCE REQUIREMENTS

The Contractor shall maintain general liability insurance with a minimum of \$300,000 of occurrence and \$500,000 aggregate coverage. The State of Maryland shall be named as an additional named insured on all liability policies (Workers' Compensation accepted) and certificates of insurance evidencing this coverage shall be provided prior to the commencement of the contract.

Minimum facility insurance requirements should include Comprehensive General Liability (CGL) Insurance of \$1 million per occurrence/\$2 million aggregate.

The minimum professional liability insurance requirement for the treatment providers should be \$1 million each claim/\$3 million aggregate.

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SECTION 3 - PROPOSAL FORMAT

3.1 TWO PART SUBMISSION

Offerors must submit proposals in two separate volumes:

- Volume I- Technical Proposal
- Volume II- Financial Proposal

3.2 PROPOSAL

Volume I- Technical Proposal must be sealed separately from Volume II- Financial Proposal but submitted simultaneously to the Procurement Officer (address listed on Key Information Summary). An unbound original, so identified, and (5) copies of each volume are to be submitted.

An electronic version of both the Volume I- Technical Proposal in MS Word 2000 format and Volume II- Financial Proposal in MS Excel format, must also be submitted with the unbound original technical or financial volumes, as appropriate. Electronic media shall be a CD and shall bear a label on the outside containing the RFP number and name, the name of the Offeror, and the volume number.

3.3 SUBMISSION

Each Offeror is required to submit a separate sealed package for each “Volume”, which is to be labeled Volume I- Technical Proposal and Volume II- Financial Proposal. Each sealed package must bear the RFP title and number, name and address of the Offeror, the volume number (I or II) and the closing date and time for receipt of the proposals on the outside of the package.

All pages of both proposal volumes shall be consecutively numbered from beginning (Page 1) to end (page “x”).

3.4 VOLUME I – TECHNICAL PROPOSAL

Technical proposals must be submitted in a separate sealed package. Each section of the Technical Proposal must be separated by a Tab as detailed below:

TAB A. TRANSMITTAL LETTER

A transmittal letter must accompany the proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. It should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. The letter should contain:

- Name & Address of Offeror
- Name, Title and Telephone Number of Contact for Offeror
- Statement that proposal is in response to Solicitation
- Signature, Typed Name and Title of individual authorized to commit Offeror to proposal
- Federal Employer Identification Number of the Offeror, or, if a single individual, a Social Security Number

- Acceptance of all State contract terms
- Acknowledgement of all Addenda to this RFP
- A statement specifying which geographic area(s) the proposal is for

TAB B. TITLE PAGE AND TABLE OF CONTENTS

The technical proposal should begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. This should be followed by a table of contents for the technical proposal. Information which is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Offeror's Technical Proposal and the reasons for each claim shall be included.

TAB C. EXECUTIVE SUMMARY

The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled "Executive Summary." The Offeror may submit a proposal for any or all of the regions. The Offeror shall stipulate which geographic area(s) their proposal is for. The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. **Warning: Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for an award.** If an Offeror takes no exception to State terms and conditions, the Executive Summary should so state.

TAB D. TECHNICAL RESPONSE TO RFP REQUIREMENTS

The Offeror must address each criterion in the technical proposal and describe how the proposed services will meet the requirements as described in the RFP. As stated above, any exception to a term or condition may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for an award. Any paragraph that addresses a work requirement shall include an explanation of how the work will be done.

TAB E. OFFEROR EXPERIENCE AND CAPABILITIES

Offerors shall include information on past experience with similar requirements. Offerors shall describe how their organization can meet the qualifications of this RFP and shall include the following:

- A summary of the services offered
- The number of years the Offeror has provided these services
- The number of clients and geographic locations the Offeror currently serves
- An organization chart of the Offeror showing all major component units, which component(s) will perform the requirements of this contract, where the management of this contract will fall within the organization, and what corporate resources will be available to support this contract in both primary and secondary, or back-up roles.
- The names and titles of the key management personnel directly involved with supervising the services rendered under this contract along with their resumes.
- Self certification letter stating the offeror does possess the years of service providing services similar to those stated in the RFP, in support of the Minimum Requirement as stated in Section 2.

TAB F. PERSONNEL/RESUMES

The Offeror must describe its personnel capabilities in compliance with Section 2, and the overall performance requirements of the contract. Resumes must be provided for all key personnel proposed for this project including a resume for each non-clerical current and proposed staff member who will be working on the contract.

TAB G. REFERENCES

References of three or more of its customers who are capable of documenting:

- The Offeror's ability to manage projects of comparable size and complexity
- The quality and quantity of services provided by the Offeror
- Each client reference must include the following information:
 - Name of client organization
 - Name, title, and telephone number of Point-of-Contact for client organization
 - Value, type, and duration of contract(s) supporting client organization
 - The services provided, scope of the contract, geographic area being supported, performance objective satisfied, and improvements made to support.
 - An explanation of why the Offeror is no longer providing the services to the client organization, should that be the case.

To the extent possible, these references should be for the Offeror's experience in providing services similar to those required in this solicitation.

Note: The State shall have the right to contact any reference as part of the evaluation and selection process. The State also reserves the right to request site visits of the Offeror's office for the purpose of evaluating proposals.

TAB H. FINANCIAL CAPABILITY AND INSURANCE

The Offeror shall include the following:

- 1) Evidence that the Offeror has the financial capability to provide the services
- 2) Financial statements. Provide copies of last two (2) year end financial statements (independently audited preferred) and an analysis of those financial statements.
- 3) A copy of the Offeror's current certificate of insurance, which, at a minimum, should contain the following:

- Carrier (name and address)
- Type of insurance
- Amount of coverage (see Section 2.17)
- Period covered by insurance
- Exclusions

TAB I. ECONOMIC BENEFIT FACTORS

- 1) The Offeror shall describe the benefits that will accrue to the State of Maryland economy as a direct or indirect result of the Offeror's performance of the contract resulting from this RFP. The Offeror will take into consideration the following elements. (Do not include any detail of the financial proposals with this technical information):

- The estimated percentage of contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.
- The estimated number and types of jobs for Maryland residents resulting from this contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the contractor has committed at both prime and, if applicable, subcontract levels.
- Tax revenues to be generated for Maryland and its political subdivisions as a result of this contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
- The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.

2) In addition to the factors listed above, the Offeror should explain any other economic benefit to the State of Maryland that would result from the Offeror's proposal.

TAB J. SUBMISSION OF RFP

The Offeror(s) must submit their proposal information in the same format and numbering system as used in Section 2 (Scope of Work) of the RFP.

TAB K. SUBCONTRACTORS

Offerors must identify subcontractors, if any, and the role these subcontractors will have in the performance of the contract.

TAB L. BID/PROPOSAL AFFIDAVIT (See Attachment B)

TAB M. CERTIFIED MBE UTILIZATION & FAIR SOLICITATION AFFIDAVIT (See Attachments D-1 and D-2)

TAB N. LIVING WAGE AFFIDAVIT (Attachment G – must be submitted with the Technical Proposal (per Section 1.33))

TAB O.

- The proposal must identify and describe the level and type of available public transportation.
- The proposal must include a description of the physical surrounding of the facility, including a list of schools, licensed day care providers, public lands, commercial, residential, and industrial properties within a one-half mile radius of the facility location. In addition, the proposal must include a map which details the described information.
- The proposal shall provide satisfactory references as requested by the State, and shall allow the State to solicit any additional references as necessary to determine compliance with standards and guidelines. These references shall include, but not be limited to, other members of the COM/ET teams.
- Offeror(s) may submit a proposal for one or more regions and shall stipulate which geographic region(s) their proposal is for.

3.5 VOLUME II - FINANCIAL PROPOSAL

Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal packaging, the Offeror must submit an original unbound and five (5) copies of the Financial Proposal Price Form identified as Attachment E in this RFP. Offerors may submit price proposals for one, two, three, or all four geographic regions. The proposals for each region will be evaluated independently. Offerors may not propose on just one type of therapy. Offerors interested in proposing on more than one region must submit a separate proposal for each region. Offerors must include prices for each category of evaluation, therapy session and attendance at COM/ET meetings.

SECTION 4 - EVALUATION CRITERIA

4.1 EVALUATION CRITERIA

Evaluation of the proposals will be performed by a committee organized for that purpose and will be based on the criteria set forth below. The State reserves the right to utilize the services of individuals outside of the established committee for technical advice, as deemed necessary. The Contract resulting from this RFP will be awarded to the Offeror whose proposal is most advantageous to the State, considering the price proposal and the technical proposal. In making this determination, technical factors will receive greater weight than price factors.

4.2 TECHNICAL CRITERIA

The criteria to be applied to each technical proposal are listed in descending order of importance and are inclusive of both the actual contract requirements and those proposed by the Offeror:

- 1) Offeror experience and capabilities that illustrate the Offeror's ability to successfully meet the requirements of this RFP
- 2) Technical Response to RFP requirements
- 3) Proposed personnel
- 4) Economic benefit factors

4.3 FINANCIAL CRITERIA

All qualified Offerors will be ranked from the lowest to the highest price based on their total price proposed.

4.4 RECIPROCAL PREFERENCE

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

4.5 SELECTION PROCEDURE

The contract will be awarded in accordance with the competitive sealed proposals process under Code of Maryland Regulations 21.05.03. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.

Accordingly, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the State may determine an Offeror to be not responsible and/or not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of these proposals.

4.6 SELECTION PROCESS SEQUENCE

- 1) Offerors may submit proposals for one, two, three, or all four geographic regions. Each region will be evaluated separately. Offerors shall not propose on just one type of therapy. The first step in the process will be to assess compliance with the requirements set forth in Section 2 of this RFP. Offerors who fail to meet this basic requirement will be disqualified and their proposals eliminated from further consideration. Note: Submit a separate price form for each region.
- 2) The next level of review will be an evaluation for technical merit. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the States' requirements and the Offeror's ability to perform, and to facilitate arrival at a contract that will be most advantageous to the State. For scheduling purposes, Offerors should be prepared to make an oral presentation and participate in discussions within two weeks of the delivery of proposals to the State. The Procurement Officer will contact Offerors when the schedule is set by the State.
- 3) Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.
- 4) The financial proposal of each Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of Offerors, the Procurement Officer may again conduct discussions.
- 5) When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).

4.7 AWARD DETERMINATION

Upon completion of all discussions and negotiations, reference checks and site visits, if any, the Procurement Officer will recommend award of the contract to the responsible Offeror whose proposal is determined to be the most advantageous to the State considering evaluation and price factors (evaluated price) as set forth in this RFP. In making the most advantageous Offeror determination, technical factors will be given greater weight than price factors. Each region will be evaluated separately and it is possible that a contract will be awarded to an Offeror for one or more regions.

ATTACHMENTS

ATTACHMENT A, EXAMPLE OF THE STATE'S CONTRACT, Provided with the RFP for informational purposes and is not required at proposal submission time.

ATTACHMENT B, BID/PROPOSAL AFFIDAVIT, must be completed and submitted with the Proposal.

ATTACHMENT C, CONTRACT AFFIDAVIT, is not required at proposal submission time. It must be submitted by the selected Contractor at Contract Award time.

ATTACHMENT D, MBE PARTICIPATION INSTRUCTIONS, is provided with this RFP for informational purposes only.

ATTACHMENT D-1, MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT, must be completed and submitted with the Proposal.

ATTACHMENT D-2, MBE PARTICIPATION SCHEDULE, must be completed and submitted with the Proposal.

ATTACHMENT D-3, MBE OUTREACH EFFORTS COMPLIANCE FORM, must be submitted by contract awardee within 10 working days of notification of apparent award.

ATTACHMENT D-4, SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT, must be submitted by contract awardee within 10 working days of notification of apparent award.

ATTACHMENT D-5, PRIME CONTRACTOR UNPAID MBE INVOICE REPORT, must be submitted monthly by contract awardee after contract commences.

ATTACHMENT D-6, SUBCONTRACTOR PAYMENT REPORT, must be submitted monthly by contract awardee after contract commences.

ATTACHMENT E, PRICE PROPOSAL FORM, must be completed and submitted with the Financial Proposal.

ATTACHMENT F, PRE-PROPOSAL CONFERENCE RESPONSE FORM, It is requested that this form be completed and submitted by those potential Offerors who plan on attending the conference.

ATTACHMENT G, HIRING AGREEMENT, must be executed and submitted by Offerors within ten days following notification of award

ATTACHMENT H, LIVING WAGE AGREEMENT, must be completed and submitted with the Technical Proposal.

ATTACHMENT I, MONTHLY SERVICES INVOICE, must be completed and submitted monthly by contract awardee after contract commences.

ATTACHMENT J, COM/ET FORMS, is provided with this RFP for informational purposes only.

ATTACHMENT K, EVIDENCED BASED CORRECTIONAL PROGRAM CHECKLIST (CPC) SCORING SHEET, is provided with this RFP for informational purposes only.

ATTACHMENT L, ELECTRONIC FUNDS TRANSFER, is provided with this IFB for informational purposes.

ATTACHMENT A – EXAMPLE OF THE STATE’S CONTRACT

THIS CONTRACT is made this _____ day of _____ by and between
and the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF PUBLIC SAFETY
AND CORRECTIONAL SERVICES, DIVISION OF PAROLE AND PROBATION.

IN CONSIDERATION of the premises and the covenants herein contained, the parties agree as follows:

1. Definitions

Except as provided otherwise in this Contract, terms used in this Contract and the RFP shall have the meanings provided in the RFP. In this Contract, the following words have the meanings indicated:

- 1.1 “Contractor” means _____ whose principal business address is _____.
- 1.2 “Department” means the Maryland Department of Public Safety and Correctional Services.
- 1.3 “Procurement Officer” means BJ Said-Pompey or her successor or alternate as designated under Maryland law.
- 1.4 “RFP” means the Request for Proposal Q0008005 dated **Wednesday, January 14, 2009**
- 1.5 “State” means the State of Maryland.

2. Scope of Work

- 2.1 The Contractor shall provide the services described in the Contractor’s bid and the RFP. These services shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A - The RFP

Exhibit B – The Technical Proposal

Exhibit C - The Financial Proposal

Exhibit D - The Contract Affidavit, executive by the Contractor and dated _____

- 2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor shall assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

- 2.3 Modifications to this Contract may be made provided (a) the modifications are made in writing; (b) all parties sign the modifications; and (c) approval by the required agencies, as described in COMAR, Title 21, is obtained.

3. Time for Performance

Unless terminated earlier as provided in this Contract, the Contractor shall provide the services for the period beginning on **June 1, 2009** and ending on **May 31, 2011**. The State, at its sole option, shall have the right to extend the contract term for as many as three (3) successive one-year terms ("extension terms(s)").

4. Consideration and Payment

- 4.1 The Contractor shall be paid no more than the following:
NOTE: THE COMPENSATION AMOUNT SHALL BE DERIVED FROM THE CONTRACTOR'S PROPOSAL.
- 4.2 Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, annotated Code of Maryland, as from time to time amended, are prohibited.
- 4.3 Electronic Funds transfer will be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.
- 4.4 Each invoice shall be submitted on the Invoice Form which is Attachment I to the RFP and must also contain the Contractor's federal tax identification number, which is _____, the Contract Number, DPSCS Q0008005B, and the Purchase Order number _____.
- 4.5 The Contractor may submit an invoice monthly for services rendered during the previous month. Invoices must be submitted to:

Accounts Payable
Division of Pretrial Detention and Services
531 East Madison Street
Baltimore, MD 21202

- 4.6 In addition to any other available remedies if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer pursuant to this Contract.

5. Personnel

Contractor agrees that all personnel identified in its bid, or personnel of equal qualifications, shall be assigned to perform the terms of this contract.

6. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information or (e) which such party is required to disclose by law.

7. Insurance Requirements

The Contractor shall maintain general liability insurance with a minimum of \$300,000 of occurrence and \$500,000 aggregate coverage. The State of Maryland shall be named as an additional named insured on all liability policies (Workers' Compensation excepted) and certificates of insurance evidencing this coverage shall be provided prior to the commencement of the contract.

8. Non-Hiring of Employees

No official or employee of the State of Maryland, as defined under State Government Article, 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall during the pendency and term of this contract and while serving as an official or employee of the State become or be an employee of the contractor or any entity that is a subcontractor on this contract.

9. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor shall file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor shall submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

10. Maryland Law

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

11. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

12. Contingent Fee Prohibition

The contractor, architect, or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the contractor, architect, or engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

13. Nonavailability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this shall not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder shall be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

14. Termination for Default

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State of Maryland shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor shall remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

15. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is

in the best interest of the State. The State shall pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

16. Delays and Extensions of Time

The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions shall be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

17. Suspension of Work

The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

18. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

19. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

20. Political Contribution Disclosure

The Contractor shall comply with the provisions of Election Law Article, Sections 14-101 through 14-108 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, a county or an incorporated municipality or their agencies, during a calendar year under which the person receives in the aggregate, \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease

or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

21. Retention of Records.

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the State of Maryland under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section.

22. Compliance with Laws.

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it shall take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

23. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

24. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State of Maryland, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include the terms of sections 13, and 15 through 28 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to its subcontractors.

25. Indemnification

- 25.1 The Contractor shall indemnify the State against liability for any claims, damages, loss, costs, expenses, suits, or actions of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.
- 25.2 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 25.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 25.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and shall cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

26. Security

- 26.1 Any person who is an employee or agent of the Contractor or subcontractor and who enters the premises of a facility under the jurisdiction of the Department shall be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Department. Further, the Contractor, its employees and agents and subcontractor's employees and agents shall not violate Md. Code Ann., Correctional Services §§ 9-410 – 9-416 and such other security regulations of the Department about which they may be informed from time to time. The failure of any of the Contractor's or subcontractor's employees or agents to comply with any provision of Section 26 of this contract is sufficient grounds for this Department to immediately terminate this contract for default.
- 26.2 The Contractor shall comply with the MD Information Technology Security Policy and Standards available online at:
http://dbm.maryland.gov/dbm_publishing/public_content/dbm_taxonomy/security/prevention/itsecuritypolicies.pdf.

27. Commercial Nondiscrimination

A. As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided

that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

B. As a condition of entering into this Agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

28. Prompt Payment Requirements and MBE Compliance

- 28.1. If a Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:
- (a) Not process further payments to the Contractor until payment to the subcontractor is verified
 - (b) Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
 - (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
 - (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - (e) Take other or further actions as appropriate to resolve the withheld payment.
- 28.2. An "undisputed amount" means an amount owed by a Contractor to a subcontractor for which there is no good faith dispute. Such "undisputed amounts" include, without limitation, (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 28.3. An act, failure to act, or decision of a procurement officer or a representative of the Department, concerning a withheld payment between a Contractor and subcontractor under this provision, may not:
- (a) Affect the rights of the contracting parties under any other provision of law;
 - (b) Be used as evidence on the merits of a dispute between the Department and the Contractor in any other proceeding; or
 - (c) Result in liability against or prejudice the rights of the Department.
- 28.4. The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.
- 28.5. To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

- (a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
- (b) This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.
 - iv. Verification shall include a review of:
 - a. The Contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
 - b. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.
- (c) If the Department determines that a Contractor is in noncompliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
- (d) If the Department determines that a Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
 - i. Terminate the contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.
- (e) Upon completion of the contract, but before final payment or release of retainage or both, the contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

29. Administrative

- 29.1 Contract Manager. The work to be accomplished under this Contract shall be performed under the direction of the Contract Manager, Ernest Eley, Acting Deputy Director (410) 585-3529.
- 29.2 Notices. All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State:

BJ Said-Pompey, Procurement Officer
 Department of Public Safety and Correctional Services
 300 E. Joppa Road, Suite 1000
 Baltimore, MD 21215
 Phone: (410) 339-5015
 Fax: (410) 339-4240
 Email: bjsaid-pompey@dpscs.state.md.us

If to the Contractor: (To be completed by Contractor)

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

By:

Date

Witness:_____

MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES

By:

Date

Witness:_____

Approved for form and legal
sufficiency this _____ day

of _____, 2009.

Assistant Attorney General

ATTACHMENT B - BID /PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland.

“Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendors, supplier’s or commercial customer’s employees or owners.

“Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the state of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in §16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities including obtaining or performing contracts with public bodies, has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of the §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction

or liability under any law or statute described in §§B — C and subsections (1) through (8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to §16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or potential Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of §13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

K. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §K(2)(b), above;
 - (h) Notify its employees in the statement required by §K(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
 - (i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §K(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

- (1) The business named above is a (domestic ____) (foreign ____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is: Name: _____

Address: _____

(If not applicable, so state).

- (2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

N. Repealed.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____.
(Authorized Representative and Affiant)

End Attachment B

ATTACHMENT C CONTRACT AFFIDAVIT

COMAR 21.07.01.25

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____
(title)

and the duly authorized representative of _____
(business)

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic_____) (foreign_____) corporation registered in accordance with Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessment and Taxation is:

Name: _____

Address: _____

City _____ State _____ Zip _____

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, as applicable, and shall have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Bid Affidavit dated_____, 200____, and executed by me for the purposed of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE:_____ BY:_____
Signature

**STATE OF MARYLAND
DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES
MINORITY BUSINESS ENTERPRISE PARTICIPATION**

PURPOSE

The Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve a **ten (10) percent** minority business enterprise (MBE) subcontracting goal stated in the Request for Proposals. MBE performance shall be in accordance with this Attachment, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03. The Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Attachment.

MBE GOALS AND SUBGOALS

☐ An MBE subcontract participation goal of ____ percent of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or Offeror agrees that this dollar amount of the contract will be performed by certified minority business enterprises

OR

☐ An overall subcontract participation goal of ____ percent of the total contract dollar amount has been established for this procurement. This dollar amount includes:

- ☐ A sub-goal of ____ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as women-owned businesses.
- ☐ A sub-goal of ____ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as African American-owned businesses.

- ◆ A prime contractor- including an MBE prime contractor- must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- ◆ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

SOLICITATION AND CONTRACT FORMATION

- ◆ A Bidder or Offeror must include with its bid or offer:
 - (1) A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1) whereby the bidder or Offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
 - (2) A completed MBE Participation Schedule (Attachment D-2) whereby the bidder or Offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified Minority Business Enterprises at the time of submission. The bidder or Offeror shall specify the

price and/or percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

If a bidder or Offeror fails to submit Attachment D-1 and Attachment D-2 at the time of submittal of the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the Offeror is not reasonably susceptible of being selected for award.

♦ Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.

- (1) Outreach Efforts Compliance Statement (Attachment D-3)
- (2) Subcontractor Project Participation Statement (Attachment D-4)
- (3) If the apparent awardee has requested a waiver (in whole or in part) of the overall MBE goal or of any subgoal as part of the previously submitted Attachment D-1, it must submit documentation supporting the waiver request that complies with COMAR 21.11.03.11.
- (4) Any other documentation required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

If the apparent awardee fails to return each completed documentation within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has not already been awarded, the award is voidable.

CONTRACT ADMINISTRATION REQUIREMENTS

The Contractor shall:

1. Submit monthly to the Department a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made. (Attachment D-5)
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices. (Attachment D-6)
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records shall indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor shall retain all records concerning MBE participation and make them available for Department inspection for a period of three years after final completion of the contract.

5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

Attachments

- D-1 Certified MBE Utilization and Fair Solicitation Affidavit (shall be submitted with bid or offer).
- D-2 MBE Participation Schedule (shall be submitted with bid or offer).
- D-3 Outreach Efforts Compliance (shall be submitted by contract awardee within 10 working days of notification of apparent award).
- D-4 Subcontractor Project Participation Statement (shall be submitted by contract awardee within 10 working days of notification of apparent award).
- D-5 Prime Contractor Unpaid MBE Invoice Report (submitted monthly after contract commences).
- D-6 Subcontractor Payment Report (submitted monthly after contract commences).

1.1 CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This document shall be included with the submittal of the bid or offer. If the bidder or Offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsible or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in responses to Solicitation Number DPSCS Q0008005B, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 10 percent and, if specified in the solicitation subgoals of ____ percent for MBEs classified as African American-owned and ____ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve an MBE goal of ____% and request a waiver of the remainder of the goal. If I submit the apparent low bid or am selected as the apparent awardee (competitive sealed proposal), I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder of the apparent awardee.

2. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
3. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule with the bid or proposal.
4. I understand that if I am notified that I am the apparent awardee, I must submit the following documentation within 10 working days of receiving notice of potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

I acknowledge that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has not already been awarded, the award is voidable.

5. In the solicitation of subcontract or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

Signature of Affiant

Address

Printed Name, Title and Phone Number

Date

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

MBE PARTICIPATION SCHEDULE

This document shall be included with the submittal of the bid or offer. If the bidder or Offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	
List Information for Each Certified MBE Subcontractor on this Project	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
<hr/>	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
<hr/>	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION: _____ %

TOTAL AFRICAN-AMERICAN MBE PARTICIPATION: _____ %

TOTAL WOMEN-OWNED MBE PARTICIPATION: _____ %

Document Prepared By (Please print or type):

Name: _____

Title: _____

List Information for Each Certified MBE Subcontractor on this Project	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the proposal or offer submitted in response to Solicitation Number DPSCS Q0008005B, I state the following:

1. Bid/Offeror identified opportunities to subcontract in these specific work categories.
2. Attached to this form are copies of written solicitation (with instructions) used to solicit certified MBEs for these subcontract opportunities. (Item #2 on this form is optional for the initial solicitation phase.)
3. Bid/Offeror made the following attempts to contact personally the solicited MBEs.
4. Bid/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements. (DESCRIBE EFFORTS)

_____ This project does not involve bonding requirements.

5. Bid/Offeror _____ DID _____ DID NOT attend the pre-proposal conference.

_____ No pre-proposal conference was held.

Bid/Offeror Name

Signature of Affiant

Address

Name, Title

Date

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE.

Provided that _____ is awarded the State contract in
(Prime Contractor Name)
conjunction with Solicitation Number DPSCS Q0008005B, it and _____,
MDOT Certification No. _____, intend to enter into a contract by which Subcontractor

(Describe Work)

_____ No bonds are required of Subcontractor.

_____ The following amount and type of bonds are required of Subcontractor.

Prime Contractor Signature

Subcontractor Signature

By: _____
Name, Title and Phone Number

By: _____
Name, Title and Phone Number

Date

Date

**MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES
INFORMATION TECHNOLOGY & COMMUNICATIONS DIVISION
MINORITY BUSINESS ENTERPRISE PARTICIPATION**

PRIME CONTRACTOR UNPAID MBE INVOICE REPORT

To be Completed Monthly by Prime Contractor

Report: Month/Year _____

Report due by the 15th of following month.

ADPICS Document Numbers

Blanket Purchase Order Number _____

Purchase Order Number _____

MBE Subcontract Amount _____

Contract Begin Date _____

Contract End Date _____

Prime Contractor _____
Address _____
City _____
Phone _____

Contact Person _____
State _____ Zip _____
Fax _____

Subcontractor _____
Address _____
City _____
Phone _____

Contact Person _____
State _____ Zip _____
Fax _____

Subcontractor Services Provided _____

List any unpaid invoices over 30 days old received from this vendor and reason for non-payment.

1.

2.

3.

Total Amount Unpaid \$ _____

**** If more than one MBE subcontractor is used for this contract, please use separate forms & include the blanket purchase order number.**

Signature _____
(Prime Contractor)

Date _____

Return one (1) copy of this form to each of the following addresses:

Dennis Smith, MBE Director
Office of Minority Affairs
MD Department of Public Safety & Correctional Services
6776 Reisterstown Road, suite 208
Baltimore, MD 21215

Ernest Eley, Deputy Director for Special Programs
Division of Parole and Probation-Headquarters
Department of Public Safety & Correctional Services
6776 Reisterstown Road, suite 305
Baltimore, MD 21215

**MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES
MINORITY BUSINESS ENTERPRISE PARTICIPATION**

SUBCONTRACTOR PAYMENT REPORT

To be Completed Monthly by MBE Subcontractor

Report: Month/Year _____

Report due by the 15th of following month.

ADPICS Document Numbers _____

Blanket Purchase Order Number _____

Purchase Order Number _____

MBE Subcontract Amount _____

Contract Begin Date _____

Contract End Date _____

MBE Subcontractor Name _____

MDOT Certification # _____

Contact Person _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Subcontractor Services Provided _____

List all payments received from Prime Contractor in the preceding 30 days.

1.

2.

3.

TOTAL DOLLARS PAID \$ _____

Prime Contractor Name _____

Signature _____
(Subcontractor)

List dates and amounts of any outstanding invoices.

1.

2.

3.

TOTAL DOLLARS UNPAID \$ _____

Contact Person _____

Date _____

Return one (1) copy of this form to each of the following addresses:

Dennis Smith, MBE Director
Office of Minority Affairs
MD Department of Public Safety & Correctional Services
6776 Reisterstown Road, suite 208
Baltimore, MD 21215

Ernest Eley, Deputy Director for Special Programs
Division of Parole and Probation-Headquarters
Department of Public Safety & Correctional Services
6776 Reisterstown Road, suite 305
Baltimore, MD 21215

ATTACHMENT E

PROPOSAL PRICE FORM

Offerors may submit proposals for one, two, three, or all four geographic regions. Each region will be evaluated separately. Offerors shall not propose on just one type of therapy. Offerors interested in bidding on more than one region must submit a separate proposal for each region. Offerors must include prices for each category of evaluation, therapy sessions, and attendance at COM/ET meetings.

Company Name: _____
Address: _____
City: _____ State: _____ Zip: _____
FED ID#: _____
E-MD ID #: _____
MDOT#: (if applicable) _____
Phone: _____
E-Mail: _____

Vendor Services: **SEXUAL OFFENDER TREATMENT PROVIDER**

Offerors are required to submit a price for each year of each Region proposed for each Type of Service:

- Sexual Offender Specific Treatment Evaluations (per session)
- Group Therapy per Session (hourly)
- Individual Therapy per Session (hourly)
- COM/ET meetings attendance (hourly)

After providing proposed prices, Offerors are to multiply their pricing for each Type of Service for each Region proposed by the Estimated Yearly Amount for each Type of Service to calculate Yearly Totals. These Yearly Totals (base 2 years + 3, 1-year Options) are then to be combined to calculate the Total Evaluated Price.

If the offender has insurance, the vendor is required to bill the insurance company and deduct any payments from the DPP invoice.

Note: The Division of Parole and Probation will not guarantee a minimum number of assessment and/or treatment referrals per year.

Authorized Representative Name/Title: _____

Authorized signature: _____ Date: _____

REGION I

Type of Service	Year 1 Proposed Price	(multiply)	Estimated Yearly Amounts	Year 1 Total
Sexual Offender Specific Evaluation	\$	x	33 Evaluations	\$
Group Therapy Session (hourly)	\$	x	1500 hours	\$
Individual Therapy Session (hourly)	\$	x	75 hours	\$
COM/ET Meetings (hourly)	\$	x	6 hours	\$
				\$

Type of Service	Year 2 Proposed Price	(multiply)	Estimated Yearly Amounts	Year 2 Total
Sexual Offender Specific Evaluation	\$	x	33 Evaluations	\$
Group Therapy Session (hourly)	\$	x	1500 hours	\$
Individual Therapy Session (hourly)	\$	x	75 hours	\$
COM/ET Meetings (hourly)	\$	x	6 hours	\$
				\$

Type of Service	Option 1 Proposed Price	(multiply)	Estimated Yearly Amounts	Option 1 Total
Sexual Offender Specific Evaluation	\$	x	33 Evaluations	\$
Group Therapy Session (hourly)	\$	x	1500 hours	\$
Individual Therapy Session (hourly)	\$	x	75 hours	\$
COM/ET Meetings (hourly)	\$	x	6 hours	\$
				\$

Type of Service	Option 2 Proposed Price	(multiply)	Estimated Yearly Amounts	Option 2 Total
Sexual Offender Specific Evaluation	\$	x	33 Evaluations	\$
Group Therapy Session (hourly)	\$	x	1500 hours	\$
Individual Therapy Session (hourly)	\$	x	75 hours	\$
COM/ET Meetings (hourly)	\$	x	6 hours	\$
				\$

Type of Service	Option 3 Proposed Price	(multiply)	Estimated Yearly Amounts	Option 3 Total
Sexual Offender Specific Evaluation	\$	x	33 Evaluations	\$
Group Therapy Session (hourly)	\$	x	1500 hours	\$
Individual Therapy Session (hourly)	\$	x	75 hours	\$
COM/ET Meetings (hourly)	\$	x	6 hours	\$
				\$

REGION I Total Evaluated Price (total of all five years): \$ _____

REGION II

Type of Service	Year 1 Proposed Price	(multiply)	Estimated Yearly Amounts	Year 1 Total
Sexual Offender Specific Evaluation	\$	x	66 Evaluations	\$
Group Therapy Session (hourly)	\$	x	3000 hours	\$
Individual Therapy Session (hourly)	\$	x	150 hours	\$
COM/ET Meetings (hourly)	\$	x	6 hours	\$
				\$

Type of Service	Year 2 Proposed Price	(multiply)	Estimated Yearly Amounts	Year 2 Total
Sexual Offender Specific Evaluation	\$	x	66 Evaluations	\$
Group Therapy Session (hourly)	\$	x	3000 hours	\$
Individual Therapy Session (hourly)	\$	x	150 hours	\$
COM/ET Meetings (hourly)	\$	x	6 hours	\$
				\$

Type of Service	Option 1 Proposed Price	(multiply)	Estimated Yearly Amounts	Option 1 Total
Sexual Offender Specific Evaluation	\$	x	66 Evaluations	\$
Group Therapy Session (hourly)	\$	x	3000 hours	\$
Individual Therapy Session (hourly)	\$	x	150 hours	\$
COM/ET Meetings (hourly)	\$	x	6 hours	\$
				\$

Type of Service	Option 2 Proposed Price	(multiply)	Estimated Yearly Amounts	Option 2 Total
Sexual Offender Specific Evaluation	\$	x	66 Evaluations	\$
Group Therapy Session (hourly)	\$	x	3000 hours	\$
Individual Therapy Session (hourly)	\$	x	150 hours	\$
COM/ET Meetings (hourly)	\$	x	6 hours	\$
				\$

Type of Service	Option 3 Proposed Price	(multiply)	Estimated Yearly Amounts	Option 3 Total
Sexual Offender Specific Evaluation	\$	x	66 Evaluations	\$
Group Therapy Session (hourly)	\$	x	3000 hours	\$
Individual Therapy Session (hourly)	\$	x	150 hours	\$
COM/ET Meetings (hourly)	\$	x	6 hours	\$
				\$

REGION II Total Evaluated Price (total of all five years): \$ _____

REGION III

Type of Service	Year 1 Proposed Price	(multiply)	Estimated Yearly Amounts	Year 1 Total
Sexual Offender Specific Evaluation	\$	x	66 Evaluations	\$
Group Therapy Session (hourly)	\$	x	3000 hours	\$
Individual Therapy Session (hourly)	\$	x	150 hours	\$
COM/ET Meetings (hourly)	\$	x	6 hours	\$
				<u>\$</u>

Type of Service	Year 2 Proposed Price	(multiply)	Estimated Yearly Amounts	Year 2 Total
Sexual Offender Specific Evaluation	\$	x	66 Evaluations	\$
Group Therapy Session (hourly)	\$	x	3000 hours	\$
Individual Therapy Session (hourly)	\$	x	150 hours	\$
COM/ET Meetings (hourly)	\$	x	6 hours	\$
				<u>\$</u>

Type of Service	Option 1 Proposed Price	(multiply)	Estimated Yearly Amounts	Option 1 Total
Sexual Offender Specific Evaluation	\$	x	66 Evaluations	\$
Group Therapy Session (hourly)	\$	x	3000 hours	\$
Individual Therapy Session (hourly)	\$	x	150 hours	\$
COM/ET Meetings (hourly)	\$	x	6 hours	\$
				<u>\$</u>

Type of Service	Option 2 Proposed Price	(multiply)	Estimated Yearly Amounts	Option 2 Total
Sexual Offender Specific Evaluation	\$	x	66 Evaluations	\$
Group Therapy Session (hourly)	\$	x	3000 hours	\$
Individual Therapy Session (hourly)	\$	x	150 hours	\$
COM/ET Meetings (hourly)	\$	x	6 hours	\$
				<u>\$</u>

Type of Service	Option 3 Proposed Price	(multiply)	Estimated Yearly Amounts	Option 3 Total
Sexual Offender Specific Evaluation	\$	x	66 Evaluations	\$
Group Therapy Session (hourly)	\$	x	3000 hours	\$
Individual Therapy Session (hourly)	\$	x	150 hours	\$
COM/ET Meetings (hourly)	\$	x	6 hours	\$
				<u>\$</u>

REGION III Total Evaluated Price (total of all five years): \$ _____

REGION IV

Type of Service	Year 1 Proposed Price	(multiply)	Estimated Yearly Amounts	Year 1 Total
Sexual Offender Specific Evaluation	\$	x	33 Evaluations	\$
Group Therapy Session (hourly)	\$	x	1500 hours	\$
Individual Therapy Session (hourly)	\$	x	75 hours	\$
COM/ET Meetings (hourly)	\$	x	6 hours	\$
				\$

Type of Service	Year 2 Proposed Price	(multiply)	Estimated Yearly Amounts	Year 2 Total
Sexual Offender Specific Evaluation	\$	x	33 Evaluations	\$
Group Therapy Session (hourly)	\$	x	1500 hours	\$
Individual Therapy Session (hourly)	\$	x	75 hours	\$
COM/ET Meetings (hourly)	\$	x	6 hours	\$
				\$

Type of Service	Option 1 Proposed Price	(multiply)	Estimated Yearly Amounts	Option 1 Total
Sexual Offender Specific Evaluation	\$	x	33 Evaluations	\$
Group Therapy Session (hourly)	\$	x	1500 hours	\$
Individual Therapy Session (hourly)	\$	x	75 hours	\$
COM/ET Meetings (hourly)	\$	x	6 hours	\$
				\$

Type of Service	Option 2 Proposed Price	(multiply)	Estimated Yearly Amounts	Option 2 Total
Sexual Offender Specific Evaluation	\$	x	33 Evaluations	\$
Group Therapy Session (hourly)	\$	x	1500 hours	\$
Individual Therapy Session (hourly)	\$	x	75 hours	\$
COM/ET Meetings (hourly)	\$	x	6 hours	\$
				\$

Type of Service	Option 3 Proposed Price	(multiply)	Estimated Yearly Amounts	Option 3 Total
Sexual Offender Specific Evaluation	\$	x	33 Evaluations	\$
Group Therapy Session (hourly)	\$	x	1500 hours	\$
Individual Therapy Session (hourly)	\$	x	75 hours	\$
COM/ET Meetings (hourly)	\$	x	6 hours	\$
				\$

REGION IV Total Evaluated Price (total of all five years): \$ _____

ATTACHMENT F

Project No. Q0008005B
Sexual Offender Treatment Provider

PRE-PROPOSAL CONFERENCE RESPONSE FORM

A Pre-Proposal conference will be held at **10:00 AM on Thursday, January 22, 2009** at the Department of Public Safety and Correctional Services, Conference Room, Suite 1000, Towson, Maryland. Please return this form by 4:00 PM, **Wednesday, January 21, 2009** advising whether you plan to attend. For directions to the meeting site please visit the website at: <http://www.mapquest.com/directions/>

Return this form to:

Department of Public Safety and Correctional Services
BJ Said-Pompey
Procurement Unit
300 E. Joppa Road, Suite 1000
Towson, MD 21286
Fax # (410) 339-4240
E-mail: bj Said-Pompey@dpscs.state.md.us

Please indicate:

_____ Yes, the following representatives will be in attendance:

1. _____
2. _____
3. _____

_____ No, we will not be in attendance.

Company/Firm/Vendor Name

Telephone

Contact Name (please Print)

Date

E-Mail Address _____

**MARYLAND
DEPARTMENT OF HUMAN RESOURCES
HIRING AGREEMENT**

This agreement (“Agreement”) is made and entered into by and between the Maryland Department of Human Resources (hereinafter referred to as DHR) and _____ (hereinafter referred to as the CONTRACTOR). This “Agreement” has been developed pursuant to **Section 13-224, State Finance and Procurement Article, Annotated Code of Maryland**. This “Agreement” will be carried out by DHR and the Local Department (s) of Social Services (hereinafter referred to as the LOCAL DEPARTMENT) and the CONTRACTOR cognizant in support of contract number _____ (“Procurement Contract”).

WITNESSETH:

WHEREAS, the CONTRACTOR, DHR, and the LOCAL DEPARTMENT, when appropriate, have met and reviewed an inventory of job openings that exists or the CONTRACTOR is likely to fill during the term of the “Procurement Contract” at its various locations in the State of Maryland;

WHEREAS, the CONTRACTOR, DHR and the LOCAL DEPARTMENT, when appropriate, have met and reviewed the job descriptions, locations, and skill requirements for those positions;

WHEREAS, DHR and the LOCAL DEPARTMENT, when appropriate have identified and discussed with the CONTRACTOR the following services that DHR and the LOCAL DEPARTMENT can provide to the CONTRACTOR for its Workforce related needs:

Medicaid coverage for the employee and the employee’s dependents for up to one year after placement in the job;

Maryland Children’s Health Program (MCHP) medical coverage for the employee’s dependents after one year of employment for as long as eligibility is met;

Food Stamps for the employee and the employee’s dependents for as long as eligibility requirements are met;

Child Care subsidies for the employee's dependents for up to one year after employment as long as eligibility requirements are met;

Transportation subsidies for the employee for a period of time after employment;

Other Retention services including counseling on an as needed basis; and

Assistance with claiming tax credits for having hired Temporary Cash Assistance customers;

NOW THEREFORE, the CONTRACTOR and DHR agree to work cooperatively to develop responses to the workforce development requirements faced by the CONTRACTOR in the State of Maryland and to promote the hiring of DHR Temporary Cash Assistance customers by the CONTRACTOR.

Specifically, they agree as follows:

A. That the CONTRACTOR will:

1. Notify DHR of all job openings that exists or result from the "Procurement Contract" that the CONTRACTOR may have with an agency of the State of Maryland;
2. Declare DHR and the LOCAL DEPARTMENT the "first source" in identifying and hiring candidates for those openings;
3. Work with DHR and the LOCAL DEPARTMENT, as necessary and appropriate, to develop customized training programs which enable Temporary Cash Assistance customers to qualify for and secure the jobs;
4. Give preference and first consideration (to the extent permitted by law and given any existent labor agreements) to candidates the LOCAL DEPARTMENT refers, within three (3) working days to fill job openings, provided the candidates meet the qualifications specified;
5. Agree to consider filling a minimum of ____ of the job openings with LOCAL DEPARTMENT referred candidates, provided that the LOCAL DEPARTMENT refers qualified candidates within three (3) working days;
6. **Provide the LOCAL DEPARTMENT with feedback regarding the disposition of all LOCAL DEPARTMENT referrals, to include an explanation of why any such candidate was not hired or considered qualified;**

7. Provide the LOCAL DEPARTMENT with feedback regarding the progress and employment status of those candidates who are hired; and

8. Designate a specific contact person who will:

-provide additional information regarding “first source” jobs and clarify their requirements,

- receive Local Department referrals and

- provide feedback to a LOCAL DEPARTMENT account representative upon request regarding the dispositions of those referrals as well as the progress/employment status of those candidates hired by the CONTRACTOR.

B. That DHR and the LOCAL DEPARTMENT will designate account representatives who will:

1. Process all the CONTRACTOR’S job notices in accordance with this “Agreement”;

2. Refer screened and qualified candidates to the CONTRACTOR’S designated contact person;

3. Make referrals in a timely manner, that is, within three (3) working days after receiving the CONTRACTOR’S job opening notices;

4. Assist in the development of any mutually agreed upon customized training and/or internship programs that will better prepare LOCAL DEPARTMENT candidates for employment with the CONTRACTOR;

5. Provide follow-up and post hire transitional/supportive services, (e.g. Medicaid, MCHP, Food Stamps, child care, transportation, retention counseling, and access to tax credits) as necessary and appropriate;

6. Insure that the CONTRACTOR is advised of available subsidies and is assisted with the associated application/claiming processes; and

7. Report the CONTRACTOR to the cognizant State Procurement CONTRACTOR does not fulfill its responsibilities as this "Agreement";

Agency if the listed in Section A. of

8. Review and evaluate the effectiveness of this undertaking with the CONTRACTOR and make modifications as necessary and appropriate.

DISCLAIMERS:

Nothing in this “Agreement” shall cause the CONTRACTOR, except as explicitly provided in Section A above, to alter existing hiring practices or to hire an individual into a position for which he/she is not qualified.

NON-DISCRIMINATION:

DHR and the CONTRACTOR agree that there shall be no discrimination against any employee or candidate for employment because of race, color, sex, religion, national origin, age, sexual preference, disability or any other factor specified in Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1983 and subsequent amendments and that they will comply with all other pertinent federal and State laws regarding discrimination.

MARYLAND LAW PREVAILS

The place of performance of this Contract shall be the State of Maryland. This Contract shall be construed, interpreted, and enforced according to the laws and regulations of the State of Maryland, including approval of the Board of Public Works where appropriate.

EFFECTIVE DATE:

This “Agreement” shall take effect on the date of the aforementioned “Procurement Contract”; and it shall remain in effect for the duration of the “Procurement Contract”.

IN WITNESS, WHEREOF, the CONTRACTOR and DHR have affixed their signatures below:

FOR THE
CONTRACTOR

FOR THE DEPARTMENT OF
HUMAN RESOURCES

SIGNATURE

SIGNATURE

TITLE

TITLE

DATE

DATE

Approved as to form and Legal Sufficiency by the
DHR Attorney General’s Office

END OF ATTACHMENT G

ATTACHMENT H

Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract. The Living Wage Law does not apply to an employee who works less than thirteen consecutive weeks and full-time on a contract subject to the Living Wage.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (A) has a State contract for services valued at less than \$100,000, or
 - (B) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A Subcontractor who:
 - (A) performs work on a State contract for services valued at less than \$100,000,
 - (B) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (C) performs work for a contractor not covered by the Living Wage Law as defined in B(1)(B) above, or B(3) or C below.
 - (3) Contracts involving services needed for the following:
 - (A) Services with a Public Service Company;
 - (B) Services with a nonprofit organization;
 - (C) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (D) Services between a Unit and a County or Baltimore City.

- C. If the Unit responsible for the State contract determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.
- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
- H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.
- I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.

Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons (check all that apply):

- ☐ Bidder/Offeror is a nonprofit organization
- ☐ Bidders/Offeror is a public service company
- ☐ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- ☐ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract is a Living Wage Contract

- A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

Affidavit of Agreement (continued)
Maryland Living Wage Requirements-Service Contracts

B. _____ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply):

- ☐ The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract
- ☐ The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
- ☐ The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _____

Signature of Authorized Representative

Date

Title

Witness Name (Typed or Printed)

Witness Signature

Date

ATTACHMENT I – MONTHLY SERVICES INVOICE

SEXUAL OFFENDER TREATMENT PROVIDER FOR THE MARYLAND DIVISION OF PAROLE AND PROBATION

Contract Number:	DPSCS Q0008005B
Provider Name:	
Provider Address:	
Provider Tax ID#:	

[illegible]

Service Code: E – Evaluation; GT – Group Therapy; IT – Individual Therapy; CM – COM/ET Meeting

ATTACHMENT J EXAMPLE OF COM/ET FORMS

STATE OF MARYLAND
DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES
DIVISION OF PAROLE AND PROBATION
COM/ET: Collaborative Offender Management / Enforced Treatment
REFERRAL WORKSHEET

Name	Last: , First, Middle:	SID Number
Identification	White / Male / Date Of Birth:	
DOC Number		
DPP Number(s)	Mandatory Release: / Expiration Date: Parole: / Expiration Date: Probation: / Maximum Expiration Date: / Telephone:	
Address/Phone		
Convicted Of	Single Incident	
Incidence	Adult / Female / Non-Stranger	
Victim Data	Known Prior Sexual Offense Charges: 6 Or More	
Prior Record	Known Prior Sexual Offense Convictions: 4 Or More	
Referred By	Agent	
Office/Phone	/ Telephone:	
Date Referred		

PLEASE CHECK TO CONFIRM THAT THE FOLLOWING ITEMS ARE BEING SENT BY MAIL OR FAX

- | | |
|--------------------------|--|
| <input type="checkbox"/> | Probation / Parole / Mandatory Release Order Noting Special Conditions |
| <input type="checkbox"/> | Offense Report / Statement of Charges / PSI Report |
| <input type="checkbox"/> | Record Check |

COMMENTS

FORWARD COMPLETED FORM AND ATTACHMENTS

1. Download The Template And Save It To Your Computer Under The Name Of The Client
2. After Completing The Form, Send It As An E-Mail Attachment To:

ASSESSMENT RECORD

STATE OF MARYLAND
DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES
DIVISION OF PAROLE AND PROBATION
COM/ET: Collaborative Offender Management / Enforced Treatment

TREATMENT ATTENDANCE AND PROGRESS REPORT

To Be Completed By Treatment Provider And Sent To Supervising Agent

Subject Name	
Identification Data	
Expiration Date	
Therapist	

DATE	05	12	19	26	xx	SEPTEMBER 2006
Attendance						P = Present And On Time L = Late N = No Session EX = Excused Absence X = Unexcused Absence
Presentation						U = Mental Status Unremarkable R = Relapse Risk X = Suicide Or Homicide Risk
Participation						A = Active Participant – Regular Attendance With Productive Use Of Sessions P = Passive Participant – Irregular Attendance / Unwilling To Address Issues X = Unproductive Or Disruptive Participant
Areas Of Discussion						Family And Personal History
						Current Relationships And Life Situation
						Index Offense
						History Of Prior Offenses
						Victim Impact
						Sexual Fantasies
						Relapse Prevention Plan
Milestones						Reduction In Denial; Acknowledgment Of Offending Behavior And Potential Risk Of Relapse
						Identification Of Cognitive Distortions And Demonstration Of Ability To Correct
						Involvement In Relationships Supportive Of Supervision And Treatment Goals
						Demonstration Of Ability To Avoid High-Risk Environments And Situations
						Development Of Pro-Social Skills To Address Problems With Stress And Anger Management
						Decrease In Deviant Sexual Urges, Arousal, And Fantasies
						Ongoing Compliance With Prescribed Psychiatric Medications Used To Reduce Arousal Or Manage Behaviors Related To Risk
Recommendation						Continued Treatment Is Recommended
						Consideration For Termination Of Treatment Is Recommended

Critical Concerns / Other Comments

Prepared By _____
Therapist Signature _____ Date _____

STATE OF MARYLAND
DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES
DIVISION OF PAROLE AND PROBATION
COM/ET: Collaborative Offender Management / Enforced Treatment

GROUP THERAPY DISCHARGE SUMMARY

Subject Name	
Identification Data	
Discharge Date	
Therapist	

- | | | |
|-----------|--------------------------|---|
| Type Of | <input type="checkbox"/> | Satisfactory: To Follow-Up Supervision (a) |
| Discharge | <input type="checkbox"/> | Satisfactory: Expiration Of Parole/Probation Supervision Term (b) |
| From | <input type="checkbox"/> | Unclassified: Maximum Benefit Achieved From Treatment (c) |
| Group | <input type="checkbox"/> | Unclassified: See Additional Comments (d) |
| Therapy | <input type="checkbox"/> | Unsatisfactory: Non-Compliance With Program Requirements (e) |
| | <input type="checkbox"/> | Unsatisfactory: Violation Of Supervision By Commission Of New Offense (f) |

Comments

Prepared By _____

Date

ATTACHMENT K

EVIDENCED BASED CORRECTIONAL PROGRAM CHECKLIST (CPC) SCORING SHEET

Name of Program: _____ **Program serves:** ___ Males ___ Females ___ Both
Location (include state: _____ **Check program type:** ___ Adult ___ Juvenile
Type of Program: _____ (e.g. institutional, halfway house, day reporting, etc.)
Primary Treatment: _____ (e.g. substance abuse, sex offenders, general, etc.)
 ___ 1st Assessment ___ 2nd Assessment ___ 3rd Assessment ___ 4th Assessment ___ 5th Assessment

Date of Assessment: _____ **Name of Assessor(s):** _____

1. Program Leadership and Development

Check if verified by two or more sources

1.1 PD Qualified	___ 0 or 1	___
1.2 PD Experienced	___ 0 or 1	___
1.3 PD Selects Staff	___ 0 or 1	___
1.4 PD Trains Staff	___ 0 or 1	___
1.5 PD Supervises Staff	___ 0 or 1	___
1.6 PD Conducts Program	___ 0 or 1	___
1.7 Literature Review Conducted	___ 0 or 1	___
1.8 Pilot Interventions	___ 0 or 1	___
1.9 Valued by CJ Community	___ 0 or 1	___
1.10 Value by At-large Community	___ 0 or 1	___
1.11 Funding adequate	___ 0 or 1	___
1.12 Funding stable past 2 years	___ 0 or 1	___
1.13 Program 3 years or older	___ 0 or 1	___
1.14 Gender of groups	___ 0, 1 or N/A	___

SCORE ___ / ___

2. Staff Characteristics

2.1 Staff Education	___ 0 or 1	___
2.2 Relevant Experience	___ 0 or 1	___
2.3 Staff selected for skills & values	___ 0 or 1	___
2.4 Regular Staff meetings held	___ 0 or 1	___
2.5 Assessed on Service Delivery	___ 0 or 1	___
2.6 Clinical Supervision	___ 0 or 1	___
2.7 Staff Trained on program	___ 0 or 1	___
2.8 On-going Training	___ 0 or 1	___
2.9 Staff input	___ 0 or 1	___
2.10 Staff support treatment goals	___ 0 or 1	___
2.11 Ethical Guidelines for staff	___ 0 or 1	___

SCORE ___ / ___

3. Offender Assessment

3.1 Appropriate Clients	___ 0 or 1	___
3.2. Exclusionary criteria followed	___ 0 or 1	___
3.3 Risk Factors Assessed	___ 0 or 1	___
3.4. Risk Methods	___ 0 or 1	___
3.5 Risk Level Defined	___ 0 or 1	___
3.6 Need Factors Assessed	___ 0 or 1	___
3.7 Need Methods	___ 0 or 1	___
3.8 Need Level Defined	___ 0 or 1	___
3.9 Responsivity Assessed	___ 0 or 1	___
3.10 Responsivity Methods	___ 0 or 1	___
3.11 Responsivity Defined	___ 0 or 1	___
3.12 Program Targets higher risk	___ 0 or 3	___
3.13 Validation Risk/Needs	___ 0 or 1	___

SCORE ____/____

4. Treatment Characteristics

4.1 Criminogenic targets	____	0 or 1	____
4.2 Criminogenic target density	____	0 or 1	____
4.3 Type Treatment	____	0,1 or 3	____
4.4 Length Treatment	____	0 or 1	____
4.5 Location monitored	____	0 or 1	____
4.6 Manual developed	____	0 or 1	____
4.7 Manual followed	____	0 or 1	____
4.8 Involvement 40-70%	____	0 or 1	____
4.9 Groups separated by risk	____	0 or 1	____
4.10 Intensity varies by Risk	____	0 or 1	____
4.11 Match Treatment and offender	____	0 or 1	____
4.12 Match Staff and offender	____	0 or 1	____
4.13 Match Staff and program	____	0 or 1	____
4.14 Offender Input	____	0 or 1	____
4.15 Use Appropriate Rewards	____	0 or 1	____
4.16 Ratio Favors Rewards	____	0 or 1	____
4.17 Procedures for rewards	____	0 or 1	____
4.18 Appropriate punisher	____	0 or 1	____
4.19 Procedure for Punishment	____	0 or 1	____
4.20 Negative Effects	____	0 or 1	____
4.21 Completion Criteria	____	0 or 2	____
4.22 Completion rate	____	0 or 1	____
4.23 Skills Modeled	____	0 or 1	____
4.24 Skill training	____	0 or 1	____
4.25 Graduated practice	____	0 or 1	____
4.26 Groups monitored by staff	____	0 or 1	____
4.27 Group size	____	0 or 1	____
4.28 Significant Others trained	____	0 or 1	____
4.29 Discharge planning	____	0 or 1	____
4.30 Aftercare provided	____	0 or 1	____
4.31 Quality aftercare	____	0 or 1	____

SCORE ____/____

5.0 Quality Assurance

5.1 Internal Quality Assurance	____	0 or 1	____
5.2 External Quality Assurance	____	0 or 1	____

5.3 Client Satisfaction

5.4 Offenders reassessed	____	0 or 2	____
5.5 Recidivism tracked	____	0 or 1	____
5.6 Program evaluated	____	0 or 1	____
5.7 Program effective	____	0 or 1	____
5.8 Evaluator working with program	____	0 or 1	____

SCORE ____/____

TOTAL SCORE ____/____

CAPACITY AREAS: Leadership & Development	____%
Staff	____%
Quality Assurance	____%
CONTENT AREAS: Assessment	____%
Treatment	____%
OVERALL CONTENT	____%
OVERALL CAPACITY	____%
OVERALL	____%

OVERALL RATING: ____
 1= Highly Effective (61%+)
 2= Effective (51-60%)
 3= Needs Improvement (40-50%)
 4=Ineffective (less than 40%)

ATTACHMENT L – Electronic Funds Transfer (EFT) Registration Request Form

**State of Maryland
Comptroller of Maryland**

Vendor Electronic Funds Transfer (EFT) Registration Request Form

Date of request _____

Business identification information (Address to be used in case of default to check):

Business/Individual name _____

Address line 1 _____

Address line 2 _____

City _____ State _____ Zip code

--	--	--	--	--	--

--	--	--	--	--	--

Taxpayer identification number:

Federal Employer Identification Number:

--	--

--	--	--	--	--	--	--	--

(or) Social Security Number:

--	--	--

--	--

--	--	--	--	--	--

Business contact name, title, e-mail and phone number including area code. (And address if different from above):

Financial institution information:

Name and address _____

Contact name, phone number (include area code) _____

ABA number

--	--	--	--	--	--	--	--	--	--

Account number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

--

 Checking

--

 Money Market

--

 Savings

Account type

Format Desired: _____ CCD+ _____ CTX* _____ EDI* (Check one.)

***Note – There may be a charge to you by your bank with this format. You must contact your bank to receive this format.**

A VOIDED CHECK from the bank account must be attached or letter from the bank confirming the account number.

Transaction requested:

1. ___ Initiate all disbursements via EFT to the above account.
2. ___ Discontinue disbursements via EFT, effective _____
3. ___ Change the bank account to above information – a copy of the approved Registration Form for the previous bank account shall be attached.

I am authorized by * _____ **(hereinafter Company) to make the representations contained in this paragraph. Company authorizes the Comptroller and the Treasurer of Maryland to register it for electronic funds transfer (EFT) using the information contained in this registration form. Company agrees to receive all funds from the State of Maryland by electronic funds transfer according to the terms of the EFT program. Company agrees to return to the State of Maryland any EFT payment incorrectly disbursed by the State of Maryland to the Company's account. Company agrees to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.**

***Name of registering business entity**

Signature of individual, company treasurer, controller, or chief financial officer and date

Completed by GAD/STO

Date Received _____

GAD registration information verified _____ Date to STO _____

STO registration information verified _____ Date to GAD _____

R*STARS Vendor No. and Mail Code Assigned:

State Treasurer's Office approval date

General Accounting Division approval date

To Requestor:

Please retain a copy of this form for your records. Please allow approximately 30 days from the date of your request for the Comptroller's and Treasurer's Offices to process your request. Failure to maintain current information with this office could result in errors in payment processing. If you have any questions, please call the EFT registration desk at 410-260-7375.

Please submit form to: EFT Registration, General Accounting Division
Room 205, P.O. Box 746
Annapolis, Maryland 21404-0746

(or) Fax: 410-974-2309

Instructions: Electronic Funds Transfer instructions are located: <http://compnet.comp.state.md.us/gad>. Questions may be requested by email, gad@comp.state.md.us. Or call 1-888-784-0144.